

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

01-CA-139418

Date Filed

October 23, 2014

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

(b) (6), (b) (7)(C)

b. Tel. No.

617-591-9999 or tho. office

c. Cell No.

617-872-4499

t. Fax No.

617-591-9990

g. e-Mail

(b) (6), (b) (7)(C)

h. Number of workers employed  
approx. 50 plus

d. Address (Street, city, state, and ZIP code)

30 College Ave., #301  
Somerville, MA 02144

e. Employer Representative

N/A

i. Type of Establishment (factory, mine, wholesaler, etc.)

Dental Office

j. Identify principal product or service

Dental Services

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (l) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

I was illegally/wrongfully terminated via email on (b) (6), (b) (7)(C) 14, in retaliation for my concerted protected activities.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No.

(b) (6), (b) (7)(C)

4c. Cell No.

(b) (6), (b) (7)(C)

4d. Fax No.

N/A

4e. e-Mail

(b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

N/A

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(Print type name and title of office, if any)

Tel. No.

(b) (6), (b) (7)(C)

Office, if any, Cell No.

Fax No.

N/A

e-Mail

(b) (6), (b) (7)(C)

Address

(b) (6), (b) (7)(C)

10/23/2014  
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 1  
10 Causeway St Fl 6  
Boston, MA 02222-1001

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (617)565-6700  
Fax: (617)565-6725



Download  
NLRB  
Mobile App

October 24, 2014

MOUHAB Z. RIZKALLAH, DDS, MDS  
DR. M.Z. RIZKALLAH, DDS, MDS, PC  
30 COLLEGE AVENUE, #301  
SOMERVILLE, MA 02144

Re: DR. M.Z. RIZKALLAH, DDS, MSD, PC  
Case 01-CA-139418

Dear (b) (6), (b) (7)(C) :

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Examiner HILARY A. BEDE whose telephone number is (617) 565-6744. If this Board agent is not available, you may contact Supervisory Attorney KATHLEEN F. MCCARTHY whose telephone number is (617) 565-6754.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent.

October 24, 2014

Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

**Procedures:** We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website, [www.nlr.gov](http://www.nlr.gov). However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



JONATHAN B. KREISBERG  
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

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10 Causeway St Fl 6  
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October 24, 2014

(b) (6), (b) (7)(C)

Re: DR. M.Z. RIZKALLAH, DDS, MSD, PC  
Case 01-CA-139418

Dear (b) (6), (b) (7)(C)

The charge that you filed in this case on October 23, 2014 has been docketed as case number 01-CA-139418. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Examiner HILARY A. BEDE whose telephone number is (617) 565-6744. If this Board agent is not available, you may contact Supervisory Attorney KATHLEEN F. MCCARTHY whose telephone number is (617) 565-6754.

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**Presentation of Your Evidence:** As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

October 24, 2014

**Procedures:** We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website [www.nlr.gov](http://www.nlr.gov). However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website [www.nlr.gov](http://www.nlr.gov) or from the Regional Office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jonathan Kreisberg", written in a cursive style.

JONATHAN B. KREISBERG  
Regional Director



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

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Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (617)565-6700  
Fax: (617)565-6725

February 5, 2015

(b) (6), (b) (7)(C)

T-STATION DENTAL GROUP  
30 COLLEGE AVENUE, #301  
SOMERVILLE, MA 02144

Re: DR. M.Z. RIZKALLAH, DDS, MSD, PC  
Case 01-CA-139418

Dear (b) (6), (b) (7)(C) :

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

/s/ Jonathan B. Kreisberg

JONATHAN B. KREISBERG  
Regional Director

cc:

(b) (6), (b) (7)(C)

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

DO NOT WRITE IN THIS SPACE	
Case 01-CA-140837	Date Filed 11/13/2014

**INSTRUCTIONS**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer <b>T-Station Dental Group</b>		b. Tel. No. 617-591-9999
d. Address (street, city, state, ZIP code) <b>30 College Ave Somerville, MA 02144</b>	e. Employer Representative <b>(b) (6), (b) (7)(C)</b>	f. Fax No. 617-591-9990
		g. E-mail
i. Type of Establishment (factory, mine, wholesaler, etc.) <b>dental office</b>	j. Identify principal product or service <b>dental services</b>	h. Number of workers employed <b>50+</b>

k. The above-named employers have engaged in and are engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, and the Postal Reorganization Act.

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)**

The Employer, through its handbook, promulgates rules including:

A rule which forbids employees to discuss wages.

A rule which implies that employees may only discuss any concerns about terms and conditions of work with management.

A rule which dissuades employees from engaging in concerted, protected activities over social media.

**3. Full name of party filing charge (if labor organization, give full name, including local name and number)**

**(b) (6), (b) (7)(C)**

**4c. Address (street and number, city, state and ZIP code)**

**(b) (6), (b) (7)(C)**

**4a. Telephone No.**

**(b) (6), (b) (7)(C)**

**4b. Cell No.**

**(b) (6), (b) (7)(C)**

**4c. E-mail**

**(b) (6), (b) (7)(C)**

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization.)****6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By **(b) (6), (b) (7)(C)**  
(Signature of representative of person making charge)

**(b) (6), (b) (7)(C)**  
(Print/type name and title or office, if any)

Tel. No. **(b) (6), (b) (7)(C)**

Office, if any, Cell No. **(b) (6), (b) (7)(C)**

Fax No.

E-mail **(b) (6), (b) (7)(C)**

Address **(b) (6), (b) (7)(C)**

Date 11 / 13 / 14

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**

**PRIVACY ACT STATEMENT**

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November 17, 2014

(b) (6), (b) (7)(C)

T-STATION DENTAL GROUP  
30 COLLEGE AVENUE, #301  
SOMERVILLE, MA 02144

Re: T-STATION DENTAL GROUP  
Case 01-CA-140837

Dear (b) (6), (b) (7)(C) :

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

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Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent.



November 17, 2014

Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

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Very truly yours,



JONATHAN B. KREISBERG  
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire



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November 17, 2014

(b) (6), (b) (7)(C)

Re: T-STATION DENTAL GROUP  
Case 01-CA-140837

Dear (b) (6), (b) (7)(C)

The charge that you filed in this case on November 13, 2014 has been docketed as case number 01-CA-140837. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jonathan Kreisberg", written in a cursive style.

JONATHAN B. KREISBERG  
Regional Director

**From:** (b) (6), (b) (7)(C)  
**To:** [Bede, Hilary A.](#)  
**Subject:** I received an anonymous complaint and was given your contact information.  
**Date:** Thursday, December 18, 2014 12:07:00 PM

---

Hello Ms. Bede;

I am (b) (6), (b) (7)(C) for the Board of Registration in Dentistry. I received four anonymous complaints in regards to a dental licensee. The anonymous complainant gave a staff member your contact information and asked that I follow up with you. If you would give me a call at your convenience and I can discuss the cases with you.

Thank you,

(b) (6), (b) (7)(C)

*Department of Public Health  
Division of Health Professions Licensure  
Office of Public Protection  
239 Causeway Street Suite 500  
Boston, MA 02114  
Ph: (b) (6), (b) (7)(C) FAX: 617-973-0985  
(b) (6), (b) (7)(C)@state.ma.us*

*When writing or responding, please remember the Secretary of State's Office has determined that email is a public record subject to the requirements of Public Record Law, GL C66 and can be accessed and disclosed through provisions of MGL C66 §10.*

**From:** [Bede, Hilary A.](#)  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: (b) (6), (b) (7)(C); 01-CA-139418  
**Date:** Tuesday, February 24, 2015 8:53:00 AM  
**Attachments:** [HandbookCharge-Amended.pdf](#)

---

Hi (b) (6), (b) (7)(C)

I see you that haven't returned the amended charge. At this point it has become a problem for processing on my end that we do not have an amended charge. We really need it today if we're going to go forward. I am attaching a draft charge again if you are inclined to sign it and fax it to 617-565-6725.

Or have you changed your mind about going forward? Please let me know if you have.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

---

**From:** Bede, Hilary A.  
**Sent:** Wednesday, February 11, 2015 9:06 AM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: (b) (6), (b) (7)(C); 01-CA-139418

Hi (b) (6), (b) (7)(C)

There are not fines for the violations. The Employer will be required to change the handbook and to post a notice to employees explaining to them that the handbook has been changed.

If the Employer agrees to post the notice and change the handbook, (b) (6) can sign a settlement agreement (which you will also have the ability to sign) and the notice posting can start next month. If the Employer continues to insist that the handbook is legal and will remain unchanged, the Regional Director will issue a complaint and will argue before a judge that the handbook is illegal. The hearing for the judge would be scheduled a few months from now and you would probably want to testify. The case would be assigned to an attorney in my office who would check in with you about what testimony you might need to give.

However, most of the time there is a settlement rather than a hearing.

Hilary

Hilary Bede

National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

---

**From:** (b) (6), (b) (7)(C)  
**Sent:** Sunday, February 08, 2015 9:09 PM  
**To:** Bede, Hilary A.  
**Subject:** Re: (b) (6), (b) (7)(C); 01-CA-139418

Hi Hilary,

I plan to mail you (or fax you on Thursday) the amended charges for the handbook as soon as I am able to shovel out from under all of this snow. My office has already decided to close on Monday, Feb. 9th, because of the additional snow that is being forecasted, so I will be unable to fax it on Monday.

Will there be any repercussions for the Employer for including inappropriate material in the Employee Handbook? Are there fines for these violations or will the Employer only be required to change and reprint the Employee Handbook to comply NLRB rules?

What is the process as this moves forward, and is there anything else I need to do? Please let me know when you receive the amended charges.

(b) (6), (b) (7)(C)

---

**From:** "Bede, Hilary A." <[Hilary.Bede@nrlrb.gov](mailto:Hilary.Bede@nrlrb.gov)>  
**To:** (b) (6), (b) (7)(C)  
**Sent:** Tuesday, February 3, 2015 3:02 PM  
**Subject:** RE: (b) (6), (b) (7)(C) 01-CA-139418

Hi (b) (6), (b) (7)(C)

Same deal as in November. I have rewritten this charge so it will match the violations found by the Regional Director. Please sign it and either fax or mail it to me at the address below.

Let me know if you have questions or concerns.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

**From:** Bede, Hilary A.

**Sent:** Thursday, November 13, 2014 11:15 AM

**To:** (b) (6), (b) (7)(C)

**Subject:** RE: (b) (6), (b) (7)(C); 01-CA-139418

Hi (b) (6), (b) (7)(C)

I am attaching a draft of a new charge based on some of the documents you brought me when we met last week.

Can you sign it and either fax or mail it to me at the address below?

Thanks.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

---

**From:** (b) (6), (b) (7)(C)

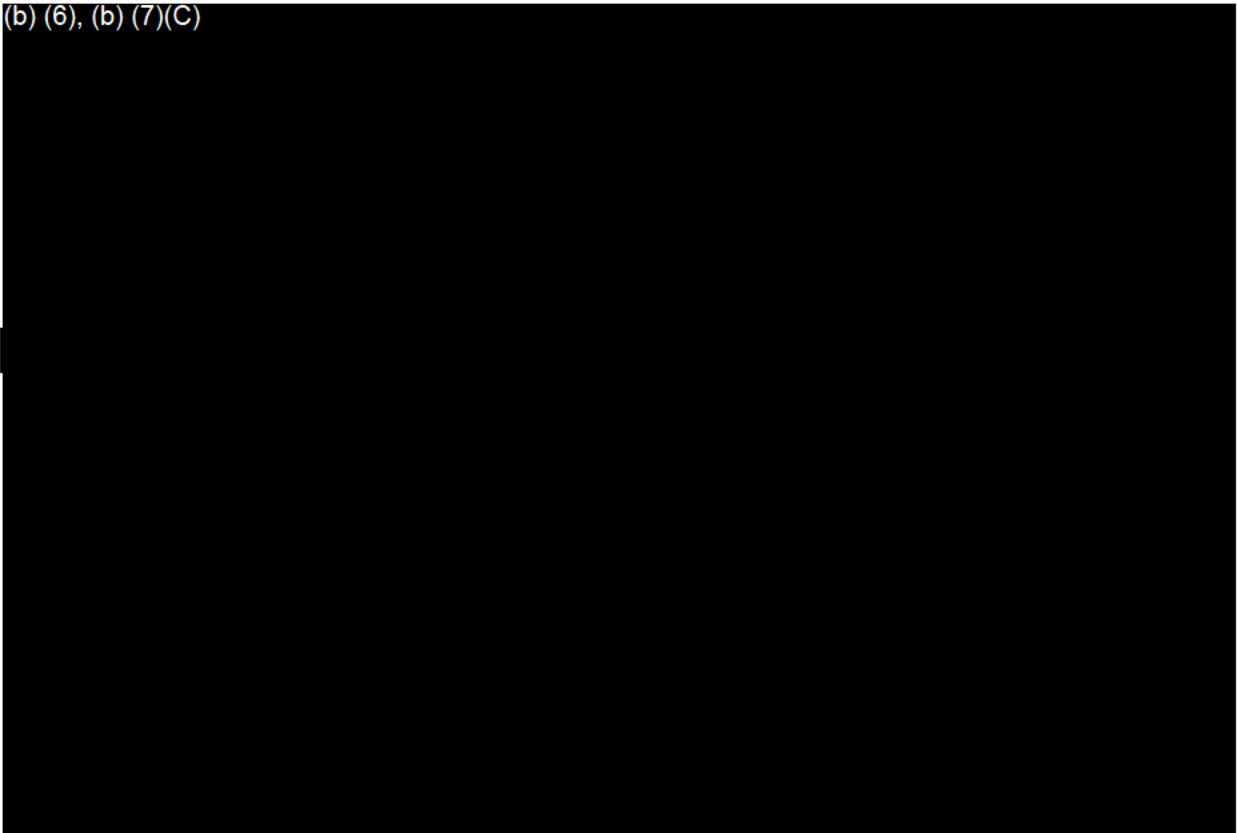
**Sent:** (b) (6), (b) (7)(C)

**To:** Bede, Hilary A.


**Subject:** Re: (b) (6), (b) (7)(C); 01-CA-139418

Hi Hilary,

(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)



---

From: "Bede, Hilary A." <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)>

To: (b) (6), (b) (7)(C)

Sent: Monday, October 27, 2014 11:52 AM

Subject: (b) (6), (b) (7)(C); 01-CA-139418

Dear (b) (6), (b) (7)(C),

I left you a voicemail as well.

My name is Hilary Bede and I am the Board Agent assigned to investigate the unfair labor practice charge you filed against (b) (6), (b) (7)(C). The first step will be me taking an affidavit from you. What is your availability for the next week or so?

Very Truly Yours,

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street



Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD**First Amended CHARGE AGAINST EMPLOYER****DO NOT WRITE IN THIS SPACE**Case  
01-CA-140837

Date Filed

**INSTRUCTIONS**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer <b>T-Station Dental Group</b>		b. Tel. No. 617-591-9999
d. Address (street, city, state, ZIP code) <b>30 College Ave Somerville, MA 02144</b>		c. Cell No.
e. Employer Representative <b>(b) (6), (b) (7)(C)</b>		f. Fax No. 617-591-9990
		g. E-mail
i. Type of Establishment (factory, mine, wholesaler, etc.) <b>dental office</b>		h. Number of workers employed 50+
j. Identify principal product or service <b>dental services</b>		

k. The above-named employers have engaged in and are engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) \_\_\_\_\_ of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act. and the Postal Reorganization Act.

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)**

The Employer, through its handbook, promulgates rules including:

A rule which dissuades employees from discussing wages by indicating that doing so may result in a pay cut.

A rule which prohibits employees from taking photographs of work areas or each other.

A rule which prohibits employees from “making any derogatory statements or inferences against others in your work environment.”

An overboard rule which prohibits employees from viewing “any inappropriate websites, chat rooms, social media sites, or other public forums on Company computers or while working at Company offices” without specifying the nature of “inappropriate.”

A rule which prohibits employees from using social/electronic media “to represent... employees.”

**3. Full name of party filing charge (if labor organization, give full name, including local name and number)****(b) (6), (b) (7)(C)****4c. Address (street and number, city, state and ZIP code)****(b) (6), (b) (7)(C)****4a. Telephone No.****(b) (6), (b) (7)(C)****4b. Cell No.****(b) (6), (b) (7)(C)****4e. E-mail****(b) (6), (b) (7)(C)****5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization.)****6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No. **(b) (6), (b) (7)(C)**By \_\_\_\_\_  
(Signature of representative or person making charge)**(b) (6), (b) (7)(C)**

(Print/type name and title or office, if any)

Office, if any, Cell No. **(b) (6), (b) (7)(C)**

Fax No.

E-mail **(b) (6), (b) (7)(C)**Address **(b) (6), (b) (7)(C)**

Date \_\_\_\_\_

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)****PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRB), 29 U.S.C. S 151 et. Seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 01

DAVIS SQUARE DENTAL SPECIALISTS PC

and

(b) (6), (b) (7)(C) an Individual

Case 01-CA-140837

**AFFIDAVIT OF SERVICE OF: Complaint and Notice of Hearing (with forms  
NLRB-4338 and NLRB-4668 attached)**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on February 27, 2015, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

(b) (6), (b) (7)(C)

DAVIS SQUARE DENTAL SPECIALISTS PC  
30 COLLEGE AVENUE  
#301  
SOMERVILLE, MA 02144  
CERTIFIED NO. 7000 1670 0006 8692 7171

(b) (6), (b) (7)(C)

CERTIFIED NO. 7000 1670 0006 8692 7188

February 27, 2015

Date

Mary H. Harrington  
Designated Agent of NLRB

Name

*Mary H. Harrington*

Signature

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**NOTICE**

Case 01-CA-140837

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

(b) (6), (b) (7)(C)  
DAVIS SQUARE DENTAL SPECIALISTS PC  
30 COLLEGE AVENUE  
#301  
SOMERVILLE, MA 02144  
CERTIFIED NO. 7000 1670 0006 8692 7171

(b) (6), (b) (7)(C)  
CERTIFIED NO. (b) (6), (b) (7)(C)

## Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlr.gov](http://www.nlr.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

### I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

### II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not

submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 01**

DAVIS SQUARE DENTAL SPECIALISTS PC

and

**(b) (6), (b) (7)(C)** an Individual

Case 01-CA-140837

**COMPLAINT AND NOTICE OF HEARING**

This Complaint and Notice of Hearing is based on a charge filed by **(b) (6), (b) (7)(C)** **(b) (6), (b) (7)(C)** an Individual **(b) (6), (b) (7)(C)**. It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), and alleges that T-STATION DENTAL GROUP, whose correct legal name is DAVIS SQUARE DENTAL SPECIALISTS PC (Respondent), has violated the Act as described below.

1. The charge in this proceeding was filed by the Charging Party on November 13, 2014, and a copy was served on Respondent by U.S. mail on November 17, 2014.

2. At all material times, Respondent has maintained an office and place of business located at 30 College Avenue #301, Somerville, Massachusetts (the Somerville location), where it has been engaged in the operation of a dental practice providing outpatient dental and orthodontic care to children and adults.

3 (a) Annually, in conducting its operations described above in paragraph 2, Respondent derives gross revenues in excess of \$250,000.

(b) Annually, Respondent, in conducting its operations described above in paragraph 2, purchases and receives at its Somerville location goods valued in excess of \$5000 directly from points outside the Commonwealth of Massachusetts.

4. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act, and a health care institution within the meaning of Section 2(14) of the Act.

5. At all material times, (b) (6), (b) (7)(C) has held the position of Respondent's (b) (6), (b) (7)(C) and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act:

6. Since about May 14, 2014, Respondent has maintained an employee handbook containing the following policy:

Overpaid employees occasionally exist. If another staff member uses your compensation package information to affect their own compensation package, we will reevaluate both staff members current compensation packages at the same time to make sure that both are at proper market rate, and you may both receive a pay adjustment to market rate.

7. Since about May 14, 2014, Respondent has maintained an employee handbook containing the following media policy:

- (a) Taking videos or pictures from inside any of our treatment areas is strictly prohibited. Posting of these photos is illegal. Posting pictures/videos of patients, or staff in one of our facilities is also illegal.
- (b) Making any derogatory statements or inferences against others in your work environment is prohibited.
- (c) Unless it is strictly related to Company business, employees may not view any inappropriate websites, chat rooms, social media sites, or other public forums on Company computers or while working at Company offices.
- (d) Employees may not create websites, company registrations, or use social media or other electronic media to represent or defame the Company, its clients, or its employees.

8. By the conduct described above in paragraphs 6 and 7, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

9. The unfair labor practices of Respondent described above affect commerce within the meaning of the Section 2(6) and (7) of the Act.



### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before March 13, 2015, or postmarked on or before March 12, 2015.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

### **NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT on **June 2, 2015, at 10:00 a.m., at the Thomas P. O'Neill Jr. Federal Building, 10 Causeway Street, 6<sup>th</sup> Floor, Boston, Massachusetts, 02222**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: February 27, 2015



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JONATHAN B. KREISBERG, REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 01  
THOMAS P. O'NEILL JR. FEDERAL BUILDING  
10 CAUSEWAY STREET, FL 6  
BOSTON, MA 02222-1001

Attachments



**UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD**

Region 1 Boston, Massachusetts  
10 Causeway Street, 6th Floor  
Boston, MA 02222-1072  
(617) 565-6700  
[www.nlrb.gov](http://www.nlrb.gov)

April 6, 2015

**Via Electronic and Regular Mail**

(b) (6), (b) (7)(C)

DAVIS SQUARE DENTAL SPECIALISTS, PC  
30 COLLEGE AVE., #301  
SOMERVILLE, MA 02144

Re: DAVIS SQUARE DENTAL SPECIALISTS, PC  
Case 01-CA-140837

Dear (b) (6), (b) (7)(C)

Please be advised that this office has not yet received Respondent's Answer to the Complaint and Notice of Hearing which issued in the above-captioned matter on February 27, 2015, and was received by you on March 3, 2015.

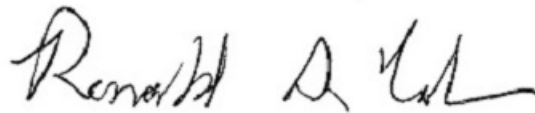
As set forth in the concluding paragraphs of that Complaint, Respondent is required by Section 102.20 of the Board's Rules and Regulations to file an Answer to the Complaint. Section 102.20 specifically provides:

The respondent shall, within 14 days from the service of the complaint, file an answer thereto. The respondent shall specifically admit, deny, or explain each of the facts alleged in the complaint, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. All allegations in the complaint not specifically denied or explained in an answer filed, unless the respondent shall state in the answer that (b) (6) is without knowledge, shall be deemed to be true and shall be so found by the Board unless good cause to the contrary is shown.

**Please be advised that any information Respondent provided to this office prior to the issuance of the Complaint on February 27, 2015, including but not limited to letters, statements, affidavits and oral communications, and any prior Answers, does not satisfy the requirement of an Answer under Section 102.20.**

Accordingly, if no Answer is received which satisfies the requirements of Section 102.20 by close of business **Monday, April 13, 2015**, this office will seek summary judgment in the instant case based upon Respondent's failure to respond to all of the allegations set forth in the Complaint.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ronald S. Cohen". The signature is fluid and cursive, with the first name "Ronald" being more legible than the last name "Cohen".

Ronald S. Cohen  
Regional Attorney

RSC:mhh

Enclosure: copy of complaint

**From:** (b) (6), (b) (7)(C)  
**To:** [Bede, Hilary A.](#)  
**Subject:** Re: Kathleen McCarthy  
**Date:** Monday, April 13, 2015 4:18:19 PM  
**Attachments:** [NLRB 2015 Agreement Executed.pdf](#)

---

See attached signed docs.

Am I all set for now?

(b) (6), (b) (7)(C)

**Confidentiality Notice:**

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

On Mon, Apr 13, 2015 at 10:14 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Next, you sign the settlement and the notice and return them to me. There is a line for you to sign at the bottom of both documents, which I am attaching.

In a few weeks, my colleague Claire Powers will send you hard copies of the notice to post. You post the notices she sends for 60 days in the employee break rooms, and then you're done.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)  
**Sent:** Saturday, April 11, 2015 7:24 PM  
**To:** Bede, Hilary A.  
**Subject:** Re: Kathleen McCarthy

Yes....this is fine.

What is the next step Hilary?

(b) (6), (b) (7)(C)

Confidentiality Notice:

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

On Fri, Apr 10, 2015 at 2:48 PM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Attached please find a revised version of the notice. Let me know if this is acceptable.

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Tuesday, April 07, 2015 6:30 PM

**To:** Bede, Hilary A.

**Subject:** Kathleen McCarthy

Hi Hilary,

I had the opportunity to speak with Kathleen. We agreed that I would disregard the complaint response timelines, seeing as we are really working towards settlement.

Can you please get the notice proposal to me with the detailed changes included at the end.

Thanks,

**(b) (6), (b) (7)(C)**

Confidentiality Notice:

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**DAVIS SQUARE DENTAL SPECIALISTS PC**

**Case 01-CA-140837**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in all break rooms and non-public areas of the Charged Party's 30 College Avenue facility. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

(b) (6), (b) (7)(C)




Yes (b) (6), (b) (7)(C) Initials  
 No \_\_\_\_\_ Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on February 27, 2015, in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

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<b>Charged Party</b>		<b>Charging Party</b>	
DAVIS SQUARE DENTAL SPECIALISTS PC		(b) (6), (b) (7)(C)	
By: <span style="background-color: black; color: black;">(b) (6), (b) (7)(C)</span>	Name and Title	By: _____	Name and Title
	Date		Date
	3-13-15		

Recommended By:  HILARY A. BEDE, Board Agent	Date 7/16/15	Approved By:  Regional Director, Region 1	Date
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(To be printed and posted on official Board notice form)

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** maintain or enforce any rules or policies in our employee handbook, or anywhere else, that improperly restrict your right to engage in union and other protected activities on company property during non-working times in non-working areas, to discuss your wages and other terms and conditions of your employment with others, and to disclose employee information to others.

**WE WILL NOT** maintain or enforce any policy that either directly or impliedly threatens you with a reduction of your pay or other parts of your compensation package because you discussed your pay and compensation with others.

**WE WILL NOT** in any similar way interfere with your rights under Federal law described above.

**WE HAVE** revoked and will no longer give any effect to the Compensation Policy that appeared in the Performance Reviews section of the Employee Handbook that tied the statement "Overpaid employees occasionally exist" to a policy of reevaluating and adjusting both staff members' pay and compensation should another staff member use your compensation package information to affect their compensation.

**WE WILL** replace our revoked Compensation Policy with a new Compensation Policy as follows:

Compensation packages are developed to balance hourly wage/ salary against other employee benefits to get to a "market rate" compensation package for each position. Each position has regulatory and supply/demand factors that impact "market rate." These factors change over time. T-Station Dental reserves the right to adjust compensation to "market rate" if it determines that an employee is underpaid or overpaid relative to market rate.

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**T-STATION DENTAL GROUP**

(Employer)

Dated: 5-13-15.

By

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(Title)

---

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10 Causeway St Fl 6  
Boston, MA 02222-1001

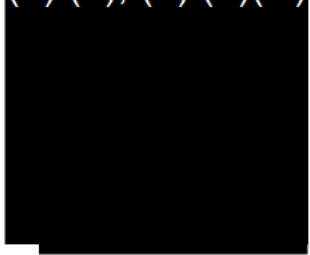
Telephone: (617)565-6700  
Hours of Operation: 8:30 a.m. to 5 p.m.

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(b) (6), (b) (7)(C)



**From:** [Bede, Hilary A.](#)  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: Davis Square Dental  
**Date:** Monday, April 13, 2015 4:45:00 PM  
**Attachments:** [Set 01-CA-140837 4-9-15draft T-Station jbkrev.pdf](#)  
[Set.01-CA-140837.draft.4-13.pdf](#)

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Hi (b) (6), (b) (7)(C)

When we last spoke you had told me that you were not interested in proceeding further with the charge you filed regarding your former employer's handbook.

Because the investigation had already been completed and the Regional Director had determined that the handbook was unlawful, my office continued to seek a settlement from (b) (6), (b) (7)(C). As of today, (b) (6) has agreed to sign the attached settlement. Essentially, (b) (6) has rewritten the handbook and will post the attached notice in the employee break rooms for 60 days.

The Regional Director would like to invite you to become a party to the settlement agreement because you are the original charging party. If you would like, please sign the attached settlement and return it to me by the end of this week.

If it still your preference to remove yourself from the proceeding, that is fine too; if I do not hear from you by the end of this week, next week the Regional Director will accept the settlement as a unilateral settlement.

Please give me a call or send me an email if you have any questions or concerns.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

**(To be printed and posted on official Board notice form)**

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**T-STATION DENTAL GROUP**

(Employer)

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Representative) (Title)



---

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10 Causeway St Fl 6  
Boston, MA 02222-1001

**Telephone:** (617)565-6700  
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UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
**SETTLEMENT AGREEMENT**

**IN THE MATTER OF**

**DAVIS SQUARE DENTAL SPECIALISTS PC**

**Case 01-CA-140837**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in all break rooms and non-public areas of the Charged Party's 30 College Avenue facility. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_ No \_\_\_\_\_  
Initials Initials

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Charged Party		Charging Party		
DAVIS SQUARE DENTAL SPECIALISTS PC		(b) (6), (b) (7)(C)		
By:	Name and Title	Date	By:	Name and Title
				Date

Recommended By:	Date	Approved By:	Date
HILARY A. BEDE, Board Agent		Regional Director, Region 1	



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 1  
10 Causeway St Fl 6  
Boston, MA 02222-1001

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (617)565-6700  
Fax: (617)565-6725

April 22, 2015

(b) (6), (b) (7)(C)

Re: DAVIS SQUARE DENTAL  
SPECIALISTS PC  
Case 01-CA-140837

Dear (b) (6), (b) (7)(C):

Enclosed is an informal settlement agreement in this matter that the Charged Party has signed. This settlement agreement appears to remedy the violations established by our investigation and to comport with the remedial provisions of Board orders in cases involving such violations.

If you wish to join in the settlement, please sign and return the settlement agreement to this office by close of business on April 29, 2015.

If you decide not to join in this settlement, your objections to the settlement agreement and any supporting arguments should be submitted in writing to me by April 29, 2015. Your objections and arguments will be carefully considered before a final determination is made whether to approve the settlement agreement. If you fail to enter the settlement agreement or to submit objections by April 29, 2015, I will approve the settlement agreement on April 30, 2015.

Very truly yours,

A handwritten signature in cursive script, reading "Jonathan B. Kreisberg", is written over a light blue horizontal line.

Jonathan B. Kreisberg  
Regional Director

JBK:dv

Enclosure

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

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(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Yes

Initials

No

Initials

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**Charged Party**

DAVIS SQUARE DENTAL SPECIALISTS PC

By: Name and Title

(b) (6), (b) (7)(C)

Date


3-13-15

**Charging Party**

(b) (6), (b) (7)(C)

By: Name and Title

Date

Recommended By:  HILARY A. BEDE, Board Agent	Date 7/16/15	Approved By:  Regional Director, Region 1	Date
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(To be printed and posted on official Board notice form)

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**T-STATION DENTAL GROUP**

(Employer)

(b) (6), (b) (7)(C)

Dated: 5-13-15

By

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

10 Causeway St Fl 6  
Boston, MA 02222-1001

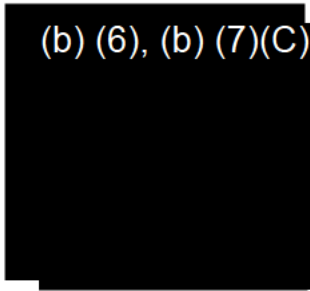
Telephone: (617)565-6700  
Hours of Operation: 8:30 a.m. to 5 p.m.

---

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

(b) (6), (b) (7)(C)



**From:** Powers, Claire L.  
**To:** (b) (6), (b) (7)(C)  
**Subject:** DAVIS SQUARE DENTAL SPECIALISTS PC, 01-CA-140837  
**Date:** Monday, May 18, 2015 1:53:00 PM

---

(b) (6), (b) (7)(C)

In my letter soliciting compliance, you were directed to deal with me on compliance matters. In the future please address all case correspondence to me. Ms. Bede no longer has any involvement in the case.

Thanks.

Claire L. Powers  
Compliance Officer  
National Labor Relations Board  
Region 1 Boston  
10 Causeway Street, 6th Floor  
Boston, MA 02222-1072  
Tel 617-565-6701  
Fax 617-565-6725  
E-mail [claire.powers@nrlrb.gov](mailto:claire.powers@nrlrb.gov)



Go Green! Do not print this email unless it's necessary!

**E-File:**

The NLRB has converted to an electronic file system.  
The NLRB strongly encourages all parties to file electronically, through our online E-File system, all substantive documents presented to the Agency; a link to access our E-File system is here:  
<https://mynlrb.nrlrb.gov/portal/nrlrb.pt?open=512&objID=202&mode=2>

**From:** [Bede, Hilary A.](#)  
**To:** [Powers, Claire L.](#)  
**Cc:** (b) (6), (b) (7)(C)  
**Subject:**  
**Date:** Monday, May 18, 2015 1:49:27 PM  
**Attachments:** [NLRB POSTING 2.pdf](#)

---

Hi Claire,

At the Employer's request, I am forwarding you this document in the matter of Davis Square Dental, 01-CA-140837.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

**From:** (b) (6), (b) (7)(C)  
**Sent:** Sunday, May 17, 2015 1:44 PM  
**To:** Bede, Hilary A.  
**Subject:** Claire Powers

H Hilary,

I am attaching the signed documents that Claire Powers, Compliance Officer requested that I send.

Can you please confirm receipt of this document and forward it (cc'ing me) to Claire?

Thanks so much!

(b) (6), (b) (7)(C)

**Confidentiality Notice:**

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.



# NOTICE TO



**POSTED PURSUANT TO A  
APPROVED BY A REG  
NATIONAL LABOR RELATIONS BOARD AND**

## **FEDERAL LAW GIVES YOU THE RIGHT TO**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** maintain or enforce any rules or policies in our employee handbook, or anywhere else, that improperly restrict your right to engage in union and other protected activities on company property during non-working times in non-working areas, to discuss your wages and other terms and conditions of your employment with others, and to disclose employee information to others.

**WE WILL NOT** maintain or enforce any policy that either directly or impliedly threatens you with a reduction of your pay or other parts of your compensation package because you discussed your pay and compensation with others.

**WE WILL NOT** in any similar way interfere with your rights under Federal law described above.

**WE HAVE** revoked and will no longer give any effect to the Compensation Policy that appeared in the Performance Reviews section of the Employee Handbook that tied the statement "Overpaid employees occasionally exist" to a policy of reevaluating and adjusting both staff members' pay and compensation should another staff member use your compensation package information to affect their compensation.

**WE WILL** replace our revoked Compensation Policy with a new Compensation Policy as follows:

Compensation packages are developed to balance hourly wage/ salary against other employee benefits to get to a "market rate" compensation package for each position. Each position has regulatory and supply/demand factors that impact "market rate." These factors change over time. T-Station Dental reserves the right to adjust compensation to "market rate" if it determines that an employee is underpaid or overpaid relative to market rate.

**WE HAVE** revoked and will no longer enforce rules that appeared in the Social Media Policy in our Employee Handbook that unlawfully restricted your rights under Federal law to take or post videos or pictures of the facility and staff, to make derogatory or other critical statements or inferences about the workplace, to access the internet and use personal computing devices, and to create websites or use social media or other electronic media to critically discuss the Company or its employees.

**WE WILL** replace our revoked video/picture posting rule with the following new rule:

Taking pictures of patients or patient information is prohibited and may also be illegal; for example, HIPPA and other regulations require us to safeguard patients' privacy and protected patient information.

Always maintain the confidentiality of the Company's trade secrets and private business-related confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Taking pictures of such information is prohibited.

Any violations will be pursued to the fullest extent of the law to protect our patients and our proprietary business information.

The National Labor Relations Board is an independent Federal agency created in 1935 to help employees want union representation and it investigates and remedies unfair labor practices. If you have a charge or election petition, you may speak confidentially to any agent with the Board's Region

**THIS IS AN OFFICIAL NOTICE**

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND IN THE EVENT OF NON-COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE



# EMPLOYEES

## SETTLEMENT AGREEMENT

NAL DIRECTOR OF THE  
AGENCY OF THE UNITED STATES GOVERNMENT



WE WILL replace our revoked derogatory/critical statements rule with the following new rule:

Always be fair and courteous to fellow employees, patients, suppliers, or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, audio, emoji, or other media that reasonably could be viewed as malicious, obscene, or threatening or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or Company policy.

WE WILL replace our revoked computer/internet rule with the following new rule:

All personal use of Company computers is prohibited. Unless it is strictly related to Company business, employees may not view any websites, chat rooms, social media sites, or other public forums on Company computers. Use of your personal computing devices and phones is not allowed at the front desk and is restricted to your non-work time when you are "clocked out" on lunch or breaks.

WE WILL replace our revoked website creation/use of social media rule with the following new rule:

Employees may not create websites, company registrations, or use social media or other electronic media to represent the Company or its clients.

WE WILL provide you with Handbook page inserts for all the changes to the rules and policies described above.

DAVIS SQUARE DENTAL SPECIALISTS PC

(Employer)

(b) (6), (b) (7)(C)

DATED: 5-17-15

BY:

(b) (6), (b) (7)(C)

(Title)

O'Neill Federal Building, 10 Causeway St., 6th Floor, Boston, MA 02222, Telephone: (617) 565-6700, Hours of Operation: 8:30 a.m. to 5:00 p.m.  
The toll-free number is: 1-866-667-6572. Hearing impaired persons may contact the Agency's TTY service at 1-866-315-6572.

force the National Labor Relations Act. It conducts secret-ballot elections to determine whether  
s by employers and unions. To find out more about your rights under the Act and how to file a  
l Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).

E AND MUST NOT BE DEFACED BY ANYONE.

UST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING  
ICE'S COMPLIANCE OFFICER,

**CERTIFICATION OF POSTING**

**RE: DAVIS SQUARE DENTAL SPECIALISTS PC**  
**Case 01-CA-140837**

**1. Physical Posting**

The Notice to Employees in the above matter was posted on

(date) 5-17-15 at the following locations: (List specific places of posting)

1) STAFF BREAK ROOM

2) MANAGEMENT OFFICE

**CHARGED PARTY/RESPONDENT**

By:

**(b) (6), (b) (7)(C)**

Title:

Date: 5-17-15.

This form should be returned to the Regional Office by the close of business **May 22, 2015**, together with **ONE** original Notice , dated and signed in the same manner as those posted.



**From:** [Bede, Hilary A.](#)  
**To:** [Powers, Claire L.](#)  
**Cc:** (b) (6), (b) (7)(C)  
**Subject:** FW: Handout To Staff Attached  
**Date:** Monday, May 18, 2015 1:50:07 PM  
**Attachments:** [NLRB Handout to Staff.pdf](#)

---

Forward number 2 of 2 involving 01-CA-140837.

Hilary

**From:** (b) (6), (b) (7)(C)  
**Sent:** Sunday, May 17, 2015 2:31 PM  
**To:** Bede, Hilary A.  
**Subject:** Handout To Staff Attached

Hi Again Hilary,

I am also attaching (and please forward to Claire Powers) the inserts to the Handbook.

Thanks,

(b) (6), (b) (7)(C)

Confidentiality Notice:

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

FROM THE DESK OF

(b) (6), (b) (7)(C)

May 17, 2015

TO: Employees, Davis Square Dental Specialists, PC  
FROM: (b) (6), (b) (7)(C)  
RE: Updates to Employee Handbook

Dear Staff,

Please see the following page, reflecting changes in our EMPLOYEE HANDBOOK language. Changes are shown in red.

These language changes should not be new to you. They are really clarifications of company policy that are consistent with our historical philosophy of employee/ employer behaviors.

(b) (6), (b) (7)(C)

## **D. Compensation & Performance Reviews**

### **Compensation:**

Compensation packages are developed to balance hourly wage/ salary against other employee benefits to get to a "market rate" compensation package for each position. Each position has regulatory and supply/demand factors that impact "market rate." These factors change over time. T-Station Dental reserves the right to adjust compensation to "market rate" if it determines that an employee is underpaid or overpaid relative to market rate.

## **AC. Social Media Policy**

Taking pictures of patients or patient information is prohibited and may also be illegal: for example, HIPPA and other regulations require us to safeguard patients' privacy and protected patient information.

Always maintain the confidentiality of the Company's trade secrets and private business-related confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Taking pictures of such information is prohibited.

Any violations will be pursued to the fullest extent of the law to protect our patients and our proprietary business information.

Always be fair and courteous to fellow employees, patients, suppliers, or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, audio, emoji, or other media that reasonably could be viewed as malicious, obscene, or threatening or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or Company policy.

All personal use of Company computers is prohibited. Unless it is strictly related to Company business, employees may not view any websites, chat rooms, social media sites, or other public forums on Company computers. Use of your personal computing devices and phones is not allowed at the front desk and is restricted to your non-work time when you are "clocked out" on lunch or breaks.

Employees may not create websites, company registrations, or use social media or other electronic media to represent the Company or its clients

Violations of above policy are considered serious and are grounds for immediate termination.

**From:** (b) (6), (b) (7)(C)  
**To:** [Bede, Hilary A.](#)  
**Subject:** FYI: DEA may also investigate the office  
**Date:** Wednesday, December 03, 2014 1:18:06 PM

---

Hi Hilary,

I just wanted to let you know that (b) (6), (b) (7)(C) - an investigator for the DEA's office may also be investigating the Davis Square office.

(b) (6), (b) (7)(C) had contacted me last week to let me know that (b) (6), (b) (7)(C) had called the office to try to get (b) (6), (b) (7)(C) to return my signature stamp. (b) (6), (b) (7)(C) also spoke with (b) (6), (b) (7)(C) to try to get (b) (6), (b) (7)(C) to return the stamp also. (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) would not return it but that (b) (6), (b) (7)(C) would destroy it.

This past Monday I got another call from (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) had spoken with (b) (6), (b) (7)(C) earlier in the morning and that (b) (6), (b) (7)(C) was going to mail the stamp back to me.

I finally got the stamp back yesterday - (b) (6), (b) (7)(C) did mail it back to me.

(b) (6), (b) (7)(C) may still be investigating the office for other violations - (b) (6), (b) (7)(C) wasn't exactly sure yet.

If you have any questions, you may feel free to contact (b) (6), (b) (7)(C) here is (b) (6), (b) (7)(C) email:

(b) (6), (b) (7)(C)  
@usdoj.gov

If (b) (6), (b) (7)(C) wishes for me to stop the investigation, I would gladly do so if (b) (6), (b) (7)(C) agrees to settle for what we discussed previously.

Thanks,

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)  
To: [Bede, Hillary A.](#)  
Subject: I got an intimidating email from (b) (6), (b) (7)(C)  
Date: Friday, November 21, 2014 4:02:53 PM

---

Hi Hilary,

I am forwarding the most recent email I received from (b) (6), (b) (7)(C). It sounds as though (b) (6) is trying to intimidate and threaten me without using those exact words. I have not responded and thought I should check in with you to see what you would recommend. My instincts suggest I should ignore (b) (6) email and not have any contact with (b) (6) because (b) (6) is highly skilled at twisting anything I say.

Thank you for your assistance,

(b) (6), (b) (7)(C)

---

(b) (6), (b) (7)(C)

I am still seeing that you are **pursuing me for reason's that I don't understand.**

Can we have a telephone conversation on this, before **I am forced to make this much more than it needs to be?**

I really don't want to bring all the issues here to the surface.....but I will be asked questions that will lead to answers.....**that will lead to problems for you.....and I really don't want to do that to you.**

As I see this, we have tried to keep things locally managed, but **bringing the government into this is not good for you.....I just don't understand why you would bring this upon yourself.**

Seriously.....please talk to me about this.....neither of us needs this.....we will both be defending ourselves.... and it will get wicked expensive for us both....we will both hire defense attorneys....yada yada.

Give it some thought....and then please call me at 617-872-4499.

Best,

(b) (6), (b) (7)(C)

**From:** (b) (6), (b) (7)(C)  
**To:** [Bede, Hilary A.](#)  
**Subject:** Kathleen McCarthy  
**Date:** Tuesday, April 07, 2015 6:30:12 PM

---

Hi Hilary,

I had the opportunity to speak with Kathleen. We agreed that I would disregard the complaint response timelines, seeing as we are really working towards settlement.

Can you please get the notice proposal to me with the detailed changes included at the end.

Thanks,

(b) (6), (b) (7)(C)

Confidentiality Notice:

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

**From:** Bede, Hilary A.  
**To:** (b) (6), (b) (7)(C)  
**Subject:** (b) (6), (b) (7)(C); 01-CA-139418  
**Date:** Monday, October 27, 2014 11:52:00 AM

---

Dear (b) (6), (b) (7)(C)

I left you a voicemail as well.

My name is Hilary Bede and I am the Board Agent assigned to investigate the unfair labor practice charge you filed against (b) (6), (b) (7)(C). The first step will be me taking an affidavit from you. What is your availability for the next week or so?

Very Truly Yours,

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

**From:** (b) (6), (b) (7)(C)  
**To:** [Bede, Hilary A.](#)  
**Subject:** Re: DEA may also investigate the office  
**Date:** Wednesday, December 17, 2014 6:27:48 PM

---

Hi Hilary,

Thanks for the update.

When I first started working for (b) (6), (b) (7)(C) the office was called "Davis Square Dental Group" and the name was recently changed to "T-Station Dental". However, when cases were sent out to the dental labs we still stated the name of the office as Davis Square Dental Group.

When I started working for (b) (6), (b) (7)(C) the name on my paychecks was listed as:

(May 2013) Dr. M.Z. Rizkallah D.D.S. MSD PC  
(July 2013) Orthodontics At Davis Square  
PH. 617-591-9999  
30 College Ave  
Somerville, MA 02114

(June 2013) Mouhab Z. Rizkallah DDS MSD PC  
(Aug 2013) 30 College Ave  
(Sept 2013) Somerville, MA 02114

After those dates, the name on my paychecks changed and was listed as: (Oct, Nov, Dec 2013 - Sept 2014)

Lacourt Realty LLC  
30 College Ave  
Somerville, MA 02114

As far as I know, (b) (6), (b) (7)(C). The office is located on the 2nd floor of the building. I was never informed of any changes, I just noticed when the name on my paycheck changed.

Let me know if you will need copies of these paychecks or anything else.

Thanks,

(b) (6), (b) (7)(C)

---

**From:** "Bede, Hilary A." <Hilary.Bede@nlrb.gov>  
**To:** (b) (6), (b) (7)(C)  
**Sent:** Tuesday, December 16, 2014 2:44 PM  
**Subject:** RE: DEA may also investigate the office

Hi (b) (6), (b) (7)(C)

Quick update: Your former employer has not cooperated with the NLRB investigation (as you warned me was likely). As a result, I am in the process of issuing an investigative subpoena and I will not have a decision for you this month, although I hope to have one next month.

Your former employer did tell me that you were technically employed by "LaCourt Realty LLC" rather than (b) (6), (b) (7)(C) or T-Station Dental. Does that sound right to you? It doesn't really matter at the investigatory stage but we want to get the employing entity's name right



when we get into more formal legal proceedings.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

---

**From:** (b) (6), (b) (7)(C)  
**Sent:** Friday, December 05, 2014 1:25 PM  
**To:** Bede, Hilary A.  
**Subject:** Re: DEA may also investigate the office

Hi Hilary,

In giving this matter additional thought, I think it would be premature at this point to discuss withdrawing my NLRB complaint regarding (b) (6), (b) (7)(C). I have not had any recent communication with (b) (6), (b) (7)(C) and probably won't be initiating a conversation with (b) (6), (b) (7)(C) any time soon.

In terms of a settlement at some point in the future, we had previously briefly discussed:

- a written retraction/apology from (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) erroneous accusation of sexual discrimination, failure to properly investigate (b) (6), (b) (7)(C) serious and untrue statement, and not giving me the opportunity to clarify what I actually said.
- a written retraction/apology from (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) fabricated/false statements erroneously stating that I said (b) (6), (b) (7)(C) does not like (b) (6), (b) (7)(C).
- my monthly salary for the months I would have been working there had I not been wrongfully terminated (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C).
- update/change Employee Handbook to comply with all labor laws.

Thanks,

(b) (6), (b) (7)(C)

---

**From:** "Bede, Hilary A." <[Hilary.Bede@nrlb.gov](mailto:Hilary.Bede@nrlb.gov)>  
**To:** (b) (6), (b) (7)(C)  
**Sent:** Thursday, December 4, 2014 9:41 AM  
**Subject:** RE: DEA may also investigate the office

Hi (b) (6), (b) (7)(C)

Have you spoken to (b) (6), (b) (7)(C) to talk about you might resolve this situation? Has (b) (6), (b) (7)(C) made you any kind of offer?

At this point I most likely would not be able to have any productive discussions on your behalf because I would expect (b) (6), (b) (7)(C) to demand the withdrawal of the DEA investigation and I have no control over that. (I can promise (b) (6), (b) (7)(C) that the NLRB would accept your withdrawal as part of a settlement; I can't do that with the DEA charges.)

However, please remind me exactly what we discussed previously. I know there was discussion of back pay, but what else?

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

**From:** (b) (6), (b) (7)(C)  
**Sent:** Wednesday, December 03, 2014 1:18 PM  
**To:** Bede, Hilary A.  
**Subject:** FYI: DEA may also investigate the office

Hi Hilary,

I just wanted to let you know that (b) (6), (b) (7)(C) - an investigator for the DEA's office may also be investigating the Davis Square office.

(b) (6), (b) (7)(C) had contacted me last week to let me know that (b) (6), (b) (7)(C) had called the office to try to get (b) (6), (b) (7)(C) to return my signature stamp. (b) (6), (b) (7)(C) also spoke with (b) (6), (b) (7)(C) to try to get (b) (6), (b) (7)(C) to return the stamp also. (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) would not return it but that (b) (6), (b) (7)(C) would destroy it.

This past Monday I got another call from (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) had spoken with (b) (6), (b) (7)(C) earlier in the morning and that (b) (6), (b) (7)(C) was going to mail the stamp back to me.

I finally got the stamp back yesterday - (b) (6), (b) (7)(C) did mail it back to me.

(b) (6), (b) (7)(C) may still be investigating the office for other violations - (b) (6), (b) (7)(C) wasn't exactly sure yet.

If you have any questions, you may feel free to contact (b) (6), (b) (7)(C) here is (b) (6), (b) (7)(C) email:

(b) (6), (b) (7)(C)  
[@usdoj.gov](mailto:(b) (6), (b) (7)(C)@usdoj.gov)

If (b) (6), (b) (7)(C) wishes for me to stop the investigation, I would gladly do so if (b) (6), (b) (7)(C) agrees to settle for what we discussed previously.

Thanks,

(b) (6), (b) (7)(C)

**From:** Bede, Hilary A.  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: DEA may also investigate the office  
**Date:** Thursday, December 04, 2014 9:41:00 AM

---

Hi (b) (6), (b) (7)(C)

Have you spoken to (b) (6), (b) (7)(C) to talk about you might resolve this situation? Has (b) (6), (b) (7)(C) made you any kind of offer?

At this point I most likely would not be able to have any productive discussions on your behalf because I would expect (b) (6), (b) (7)(C) to demand the withdrawal of the DEA investigation and I have no control over that. (I can promise (b) (6), (b) (7)(C) that the NLRB would accept your withdrawal as part of a settlement; I can't do that with the DEA charges.)

However, please remind me exactly what we discussed previously. I know there was discussion of back pay, but what else?

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

**From:** (b) (6), (b) (7)(C)  
**Sent:** Wednesday, December 03, 2014 1:18 PM  
**To:** Bede, Hilary A.  
**Subject:** FYI: DEA may also investigate the office

Hi Hilary,

I just wanted to let you know that (b) (6), (b) (7)(C) - an investigator for the DEA's office may also be investigating the Davis Square office.

(b) (6), (b) (7)(C) had contacted me last week to let me know that (b) (6), (b) (7)(C) had called the office to try to get (b) (6), (b) (7)(C) to return my signature stamp. (b) (6), (b) (7)(C) also spoke with (b) (6), (b) (7)(C) to try to get (b) (6), (b) (7)(C) to return the stamp also. (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) would not return it but that (b) (6), (b) (7)(C) would destroy it.

This past Monday I got another call from (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) had spoken with (b) (6), (b) (7)(C) earlier in the morning and that (b) (6), (b) (7)(C) was going to mail the stamp back to me.

I finally got the stamp back yesterday - (b) (6), (b) (7)(C) did mail it back to me.

(b) (6), (b) (7)(C) may still be investigating the office for other violations - (b) (6), (b) (7)(C) wasn't exactly sure yet.

If you have any questions, you may feel free to contact (b) (6), (b) (7)(C), here is (b) (6), (b) (7)(C) email:

(b) (6), (b) (7)(C)  
[@usdoj.gov](mailto:(b) (6), (b) (7)(C)@usdoj.gov)

If (b) (6), (b) (7)(C) wishes for me to stop the investigation, I would gladly do so if (b) (6) agrees to settle for what we discussed previously.

Thanks.

(b) (6), (b) (7)(C)

**From:** (b) (6), (b) (7)  
**To:** Hilary A.  
**Subject:** Re: DEA may also investigate the office  
**Date:** Friday, December 05, 2014 1:24:54 PM

---

Hi Hilary,

In giving this matter additional thought, I think it would be premature at this point to discuss withdrawing my NLRB complaint regarding (b) (6), (b) (7). I have not had any recent communication with (b) (6) and probably won't be initiating a conversation with (b) (6) any time soon.

In terms of a settlement at some point in the future, we had previously briefly discussed:

- a written retraction/apology from (b) (6), (b) (7) regarding (b) (6)'s erroneous accusation of sexual discrimination, failure to properly investigate (b) (6)'s serious and untrue statement, and not giving me the opportunity to clarify what I actually said.
- a written retraction/apology from (b) (6), (b) (7)(C) regarding (b) (6)'s fabricated/false statements erroneously stating that I said (b) (6), (b) (7)(C) "does not like women".
- my monthly salary for the months I would have been working there had I not been wrongfully terminated ((b) (6), (b) (7)(C) and (b) (6), (b) (7)(C))
- update/change Employee Handbook to comply with all labor laws.

Thanks,

(b) (6), (b) (7)(C)

---

**From:** "Bede, Hilary A." <Hilary.Bede@nlrb.gov>  
**To:** (b) (6), (b) (7)(C)  
**Sent:** Thursday, December 4, 2014 9:41 AM  
**Subject:** RE: DEA may also investigate the office

Hi (b) (6), (b) (7)

Have you spoken to (b) (6), (b) (7) to talk about you might resolve this situation? Has (b) (6) made you any kind of offer?

At this point I most likely would not be able to have any productive discussions on your behalf because I would expect (b) (6), (b) (7) to demand the withdrawal of the DEA investigation and I have no control over that. (I can promise (b) (6), (b) (7) that the NLRB would accept your withdrawal as part of a settlement; I can't do that with the DEA charges.)

However, please remind me exactly what we discussed previously. I know there was discussion of back pay, but what else?

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

**From:** (b) (6), (b) (7)(C)  
**Sent:** Wednesday, December 03, 2014 1:18 PM  
**To:** Bede, Hilary A.  
**Subject:** FYI: DEA may also investigate the office

Hi Hilary,

I just wanted to let you know that (b) (6), (b) (7)(C) an investigator for the DEA's office may also be investigating the Davis Square office.

(b) (6), (b) (7) had contacted me last week to let me know that (b) (6), (b) (7) had called the office to try to get (b) (6), (b) (7)(C) to return my signature stamp. (b) (6), (b) (7) also spoke with (b) (6), (b) (7) to try to get (b) (6), (b) (7) to return the stamp also. (b) (6), (b) (7) said that (b) (6), (b) (7) would not return it but that (b) (6), (b) (7) would destroy it.

This past Monday I got another call from (b) (6), (b) (7) and (b) (6), (b) (7) said (b) (6), (b) (7) had spoken with (b) (6), (b) (7) earlier in the morning and that (b) (6), (b) (7) was going to mail the stamp back to me.

I finally got the stamp back yesterday - (b) (6), (b) (7) did mail it back to me.

(b) (6), (b) (7) may still be investigating the office for other violations - (b) (6), (b) (7) wasn't exactly sure yet.

If you have any questions, you may feel free to contact (b) (6), (b) (7), here is (b) (6), (b) (7) email:

(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) @usdoj.gov

If (b) (6), (b) (7) wishes for me to stop the investigation, I would gladly do so if (b) (6), (b) (7) agrees to settle for what we discussed previously.

Thanks,  
(b) (6), (b) (7)

**From:** Bede, Hilary A.  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: DEA may also investigate the office  
**Date:** Tuesday, December 16, 2014 2:45:00 PM

---

Hi (b) (6), (b) (7)(C)

Quick update: Your former employer has not cooperated with the NLRB investigation (as you warned me was likely). As a result, I am in the process of issuing an investigative subpoena and I will not have a decision for you this month, although I hope to have one next month.

Your former employer did tell me that you were technically employed by "LaCourt Realty LLC" rather than (b) (6), (b) (7)(C) or T-Station Dental. Does that sound right to you? It doesn't really matter at the investigatory stage but we want to get the employing entity's name right when we get into more formal legal proceedings.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

---

**From:** (b) (6), (b) (7)(C)  
**Sent:** Friday, December 05, 2014 1:25 PM  
**To:** Bede, Hilary A.  
**Subject:** Re: DEA may also investigate the office

Hi Hilary,

In giving this matter additional thought, I think it would be premature at this point to discuss withdrawing my NLRB complaint regarding (b) (6), (b) (7)(C). I have not had any recent communication with (b) (6), (b) (7)(C) and probably won't be initiating a conversation with (b) (6), (b) (7)(C) any time soon.

In terms of a settlement at some point in the future, we had previously briefly discussed:

- a written retraction/apology from (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) erroneous accusation of sexual discrimination, failure to properly investigate (b) (6), (b) (7)(C) serious and untrue statement, and not giving me the opportunity to clarify what I actually said.
- a written retraction/apology from (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) fabricated/false statements erroneously stating that I said (b) (6), (b) (7)(C) does not like women".
- my monthly salary for the months I would have been working there had I not been wrongfully terminated (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)
- update/change Employee Handbook to comply with all labor laws.

Thanks,

(b) (6), (b) (7)(C)

---

From: "Bede, Hilary A." <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)>  
To: (b) (6), (b) (7)(C)  
Sent: Thursday, December 4, 2014 9:41 AM  
Subject: RE: DEA may also investigate the office

Hi (b) (6), (b) (7)(C)

Have you spoken to (b) (6), (b) (7)(C) to talk about you might resolve this situation? Has (b) (6), (b) (7)(C) made you any kind of offer?

At this point I most likely would not be able to have any productive discussions on your behalf because I would expect (b) (6), (b) (7)(C) to demand the withdrawal of the DEA investigation and I have no control over that. (I can promise (b) (6), (b) (7)(C) that the NLRB would accept your withdrawal as part of a settlement; I can't do that with the DEA charges.)

However, please remind me exactly what we discussed previously. I know there was discussion of back pay, but what else?

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Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

---

From: (b) (6), (b) (7)(C)  
Sent: Wednesday, December 03, 2014 1:18 PM  
To: Bede, Hilary A.  
Subject: FYI: DEA may also investigate the office

Hi Hilary,

I just wanted to let you know that (b) (6), (b) (7)(C) - an investigator for the DEA's office may also be investigating the Davis Square office.

(b) (6), (b) (7)(C) had contacted me last week to let me know that (b) (6), (b) (7)(C) had called the office to try to get (b) (6), (b) (7)(C) to return my signature stamp. (b) (6), (b) (7)(C) also spoke with (b) (6), (b) (7)(C) to try to get (b) (6), (b) (7)(C) to return the stamp also. (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) would not return it but that (b) (6), (b) (7)(C) would destroy it.

This past Monday I got another call from (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) had spoken with (b) (6), (b) (7)(C) earlier in the morning and that (b) (6), (b) (7)(C) was going to mail the stamp back to me.

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(b) (6), (b) (7)(C) may still be investigating the office for other violations - (b) (6), (b) (7)(C) wasn't exactly sure yet.

If you have any questions, you may feel free to contact (b) (6), here is (b) (6) email:

(b) (6), (b) (7)(C)

[@usdoj.gov](mailto:(b) (6), (b) (7)(C)@usdoj.gov)

If (b) (6), (b) (7)(C) wishes for me to stop the investigation, I would gladly do so if (b) (6) agrees to settle for what we discussed previously.

Thanks,

(b) (6), (b) (7)(C)



**From:** Bede, Hilary A.  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: (b) (6), (b) (7)(C); 01-CA-139418  
**Date:** Wednesday, January 28, 2015 11:01:00 AM

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Hi (b) (6), (b) (7)(C)

Okay, I will process the withdrawal and get you the amended charge for the handbook matter.

I understand that the Employer's handbook says that they will investigate all accusations. However, there is no law that an employer must have a handbook, follow its handbook, or follow its handbook consistently.

The Employer was able to differentiate between the cases of alleged sexual harassment for two reasons. First, in one case both participants denied that the conversation ever happened; in the other case, (b) (6), (b) (7)(C) (who the Employer would naturally credit because (b) (6), (b) (7)(C) obviously did tell the rest of (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) perception of the conversation. Second, the Employer re-emphasized its harassment in the aftermath of the initial incident, which suggests a lawful tightening of the rule going forward.

The vast majority of unfair treatment of employees is not actually unlawful. In this way, the NLRB's "unfair labor practice" is badly named. The ONLY way your termination could have been illegal under the NLRA would have been if the Employer would not have terminated you but for your concerted, protected activity. Your concerted, protected activity (the email you sent in which you said that both you and (b) (6), (b) (7)(C) had problems with (b) (6), (b) (7)(C) was minimal in size, and there is no way to connect it to your termination.

The law gives employers a lot of leeway when it comes to terminating employees. Employers can fire employees for no reason; fire employees for ridiculous reasons ("I don't like your hat"); fire employees for unfair reasons ("you're a better worker but I want to hire my neighbor"); and lie about why they fired employees ("I said I fired her because of insurance issues but really it's because she doesn't laugh at my jokes"). The one thing employers can't do is fire someone for an illegal reason, such as concerted protected activity. There is not enough evidence to prove that in this case.

Even if (b) (6), (b) (7)(C) lied to (b) (6), (b) (7)(C) about what you said to (b) (6), (b) (7)(C) the law was not broken. (b) (6), (b) (7)(C) was told by someone (b) (6), (b) (7)(C) trusts that you had made an inappropriate comment that (b) (6), (b) (7)(C) believed warranted termination (b) (6), (b) (7)(C) was allowed to terminate you as a result.

The majority of the information you provided had no bearing on the investigation because it didn't touch on your concerted activity, a connection of your concerted activity to your termination, or an indication that the Employer would have treated an employee who did not send that email differently. I did read everything you gave me, which is how I found the unlawful language in the handbook. (Employers don't have to follow their own handbooks but there are certain things that they cannot write in them.)

The only fact in dispute in this case is whether (b) (6), (b) (7)(C) could have believed that you were making a homophobic statement rather than accusing (b) (6), (b) (7)(C) of misogyny. Since no one other than you and (b) (6), (b) (7)(C) was present, no other witness could have changed the outcome of the investigation. This is why I did not bother your witnesses. Your witnesses could not establish concerted activity or a connection between concerted activity and termination.

I hope this helps.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

---

**From:** (b) (6), (b) (7)(C)  
**Sent:** Tuesday, January 27, 2015 8:37 PM  
**To:** Bede, Hilary A.  
**Subject:** Re: (b) (6), (b) (7)(C) ; 01-CA-139418

Hi Hilary,

**I wish to withdraw the charges, even though I strongly disagree with the decision.**

I don't understand how a decision could be based on this Employer's distorted second hand information. (b) (6), (b) (7)(C) own handbook states that they will investigate all accusations, yet they did not investigate anything at all.

This erroneous accusation was not investigated even though it clearly violated the Employer's own Employee Handbook.

I do not believe that the Employer had any reason to believe such an absurd accusation, especially since (b) (6), (b) (7)(C) ignored a blatant case of sexual harassment that I personally witnessed & reported between two assistants .

I am very disappointed that the Employer is being allowed to get away with treating/mistreating employees in this manner. I am confused that all the documentation I submitted seemed to have little or no impact. I don't understand how the Employer's statements have any credibility when (b) (6), (b) (7)(C) contradicts (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) own words in (b) (6), (b) (7)(C) emails, Yelp reviews, and Employee Handbook. I also don't understand why my witnesses were not contacted.

**I am interested in issuing a complaint regarding the handbook.**

(b) (6), (b) (7)(C)

---

**From:** "Bede, Hilary A " <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)>  
**To:** (b) (6), (b) (7)(C)  
**Sent:** Monday, January 26, 2015 11:52 AM  
**Subject:** RE: (b) (6), (b) (7)(C) ; 01-CA-139418

H (b) (6), (b) (7)(C)

I left you a voicemail as well.

I gave good news and bad news.

The Regional Director has decided that he cannot issue a complaint regarding your termination because it is hard to tie your concerted activity (the email in which you spoke on behalf of (b) (6), (b) (7)(C)) to your termination. Despite the fact that you did NOT say (b) (6), (b) (7)(C) was gay, the Employer had reason to believe that you did and fired you as a result.

However, the Regional Director would like to issue a complaint regarding the handbook. Going forward we will want to amend the charge slightly, but we can discuss that at a later date.

For now, you have two choices regarding your original charge about your termination.

1. You can allow the Regional Director to dismiss the charge. A letter will go to (b) (6), (b) (7)(C) explaining that the Regional Director found no merit to the charge and his reasoning. (Unless you ask that the reasoning not be included.) The dismissal letter would be a public document. Usually someone chooses dismissal because they wish to appeal the decision to Washington. If you choose to appeal, that is your right, but you should be aware that appeals are rarely successful and you must send the appeal very quickly (a week or so).
2. You can withdraw the charge. A one line letter states only that the charge has been withdrawn, not that a decision was ever made.

Please let me know by noon tomorrow whether you wish to withdraw or take the dismissal. If I do not hear from you, I will process the charge as a long form dismissal to preserve your appeal rights.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

---

**From:** (b) (6), (b) (7)(C)  
**Sent:** Wednesday, December 17, 2014 6:28 PM  
**To:** Bede, Hilary A.  
**Subject:** Re: DEA may also investigate the office

Hi (b) (6), (b) (7)(C),

Thanks for the update.

When I first started working for (b) (6), (b) (7)(C), the office was called "Davis Square Dental Group" and the name was recently changed to "T-Station Dental". However, when cases were sent out to the dental labs we still stated the name of the office as Davis Square Dental Group.

When I started working for (b) (6), (b) (7)(C), the name on my paychecks was listed as:

(May 2013) Dr. M.Z. Rizkallah D.D.S. MSD PC

(July 2013) Orthodontics At Davis Square

PH. 617-591-9999

30 College Ave

Somerville, MA 02114

(June 2013) Mouhab Z. Rizkallah DDS MSD PC

(Aug 2013) 30 College Ave

(Sept 2013) Somerville, MA 02114

After those dates, the name on my paychecks changed and was listed as: (Oct, Nov, Dec 2013 - Sept 2014)

Lacourt Realty LLC

30 College Ave

Somerville, MA 02114

As far as I know, (b) (6), (b) (7)(C). The office is located on the 2nd floor of the building. I was never informed of any changes, I just noticed when the name on my paycheck changed.

Let me know if you will need copies of these paychecks or anything else.

Thanks,

(b) (6), (b) (7)(C)

---

**From:** "Bede, Hilary A." <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)>

**To:** (b) (6), (b) (7)(C)

**Sent:** Tuesday, December 16, 2014 2:44 PM

**Subject:** RE: DEA may also investigate the office

Hi (b) (6), (b) (7)(C)

Quick update: Your former employer has not cooperated with the NLRB investigation (as you warned me was likely). As a result, I am in the process of issuing an investigative subpoena and I will not have a decision for you this month, although I hope to have one next month.

Your former employer did tell me that you were technically employed by "LaCourt Realty LLC" rather than (b) (6), (b) (7)(C) or T-Station Dental. Does that sound right to you? It doesn't really matter at the investigatory stage but we want to get the employing entity's name right when we get into more formal legal proceedings.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: 617-565-6744

Fax: 617-565-6725

---

**From:** (b) (6), (b) (7)(C)

**Sent:** Friday, December 05, 2014 1:25 PM  
**To:** Bede, Hilary A.  
**Subject:** Re: DEA may also investigate the office

Hi Hilary,

In giving this matter additional thought, I think it would be premature at this point to discuss withdrawing my NLRB complaint regarding (b) (6), (b) (7)(C). I have not had any recent communication with (b) (6), (b) (7)(C) and probably won't be initiating a conversation with (b) (6), (b) (7)(C) any time soon.

In terms of a settlement at some point in the future, we had previously briefly discussed:

- a written retraction/apology from (b) (6), (b) (7)(C) regarding (b) (6) erroneous accusation of sexual discrimination, failure to properly investigate (b) (6) serious and untrue statement, and not giving me the opportunity to clarify what I actually said.
- a written retraction/apology from (b) (6), (b) (7)(C) regarding (b) (6) fabricated/false statements erroneously stating that I said "(b) (6), (b) (7)(C) does not like women".
- my monthly salary for the months I would have been working there had I not been wrongfully terminated (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and 1/2 of (b) (6), (b) (7)(C)
- update/change Employee Handbook to comply with all labor laws.

Thanks,

(b) (6), (b) (7)(C)

---

**From:** "Bede, Hilary A." <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)>  
**To:** (b) (6), (b) (7)(C)  
**Sent:** Thursday, December 4, 2014 9:41 AM  
**Subject:** RE: DEA may also investigate the office

Hi (b) (6), (b) (7)(C),

Have you spoken to (b) (6), (b) (7)(C) to talk about you might resolve this situation? Has (b) (6) made you any kind of offer?

At this point I most likely would not be able to have any productive discussions on your behalf because I would expect (b) (6), (b) (7)(C) to demand the withdrawal of the DEA investigation and I have no control over that. (I can promise (b) (6), (b) (7)(C) that the NLRB would accept your withdrawal as part of a settlement; I can't do that with the DEA charges.)

However, please remind me exactly what we discussed previously. I know there was discussion of back pay, but what else?

Hilary

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National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744

Fax: 617-565-6725

**From:** (b) (6), (b) (7)(C)  
**Sent:** Wednesday, December 03, 2014 1:18 PM  
**To:** Bede, Hilary A.  
**Subject:** FYI: DEA may also investigate the office

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(b) (6), (b) (7)(C) may still be investigating the office for other violations - (b) (6), (b) (7)(C) wasn't exactly sure yet.

If you have any questions, you may feel free to contact (b) (6), (b) (7)(C), here is (b) (6), (b) (7)(C) email:

(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)@usdoj.gov

If (b) (6), (b) (7)(C) wishes for me to stop the investigation, I would gladly do so if (b) (6), (b) (7)(C) agrees to settle for what we discussed previously.

Thanks,

(b) (6), (b) (7)(C)

**From:** (b) (6), (b) (7)(C)  
**To:** [Bede, Hilary A.](#)  
**Subject:** Re: Kathleen McCarthy  
**Date:** Monday, April 13, 2015 4:18:19 PM  
**Attachments:** [NLRB 2015 Agreement Executed.pdf](#)

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See attached signed docs.

Am I all set for now?

**(b) (6), (b) (7)(C)**

**Confidentiality Notice:**

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

On Mon, Apr 13, 2015 at 10:14 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Next, you sign the settlement and the notice and return them to me. There is a line for you to sign at the bottom of both documents, which I am attaching.

In a few weeks, my colleague Claire Powers will send you hard copies of the notice to post. You post the notices she sends for 60 days in the employee break rooms, and then you're done.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)  
**Sent:** Saturday, April 11, 2015 7:24 PM  
**To:** Bede, Hilary A.  
**Subject:** Re: Kathleen McCarthy

Yes....this is fine.

What is the next step Hilary?

**(b) (6), (b) (7)(C)**

Confidentiality Notice:

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On Fri, Apr 10, 2015 at 2:48 PM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Attached please find a revised version of the notice. Let me know if this is acceptable.

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** **(b) (6), (b) (7)(C)**

**Sent:** Tuesday, April 07, 2015 6:30 PM

**To:** Bede, Hilary A.

**Subject:** Kathleen McCarthy



Hi Hilary,

I had the opportunity to speak with Kathleen. We agreed that I would disregard the complaint response timelines, seeing as we are really working towards settlement.

Can you please get the notice proposal to me with the detailed changes included at the end.

Thanks,

**(b) (6), (b) (7)(C)**

Confidentiality Notice:

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**From:** Bede, Hilary A.  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: Kathleen McCarthy  
**Date:** Monday, April 13, 2015 10:15:00 AM  
**Attachments:** [Set 01-CA-140837 4-9-15draft T-Station\(b\) pdf](#)  
[Set.01-CA-140837.draft.4-13.pdf](#)

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Next, you sign the settlement and the notice and return them to me. There is a line for you to sign at the bottom of both documents, which I am attaching.

In a few weeks, my colleague Claire Powers will send you hard copies of the notice to post. You post the notices she sends for 60 days in the employee break rooms, and then you're done.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

**From:** (b) (6), (b) (7)(C)  
**Sent:** Saturday, April 11, 2015 7:24 PM  
**To:** Bede, Hilary A.  
**Subject:** Re: Kathleen McCarthy

Yes....this is fine.

What is the next step Hilary?

(b) (6), (b) (7)(C)

Confidentiality Notice:

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

On Fri, Apr 10, 2015 at 2:48 PM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Attached please find a revised version of the notice. Let me know if this is acceptable.

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Tuesday, April 07, 2015 6:30 PM

**To:** Bede, Hilary A.

**Subject:** Kathleen McCarthy

Hi Hilary,

I had the opportunity to speak with Kathleen. We agreed that I would disregard the complaint response timelines, seeing as we are really working towards settlement.

Can you please get the notice proposal to me with the detailed changes included at the end.

Thanks,

(b) (6), (b) (7)(C)

Confidentiality Notice:

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**From:** Bede, Hilary A.  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: (b) (6), (b) (7)(C) Matter  
**Date:** Tuesday, February 24, 2015 12:02:00 PM  
**Attachments:** [Set.01-CA-140837.draft.2-11.pdf](#)  
[HandbookNegotiations2-24.docx](#)

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Dear (b) (6), (b) (7)(C),

Thank you for speaking with me on February 13.

I'd like to remind you that the proposed settlement agreement that I sent you previously (I am attaching it again) does not specify what the revisions to the handbook will be, so you can sign the settlement now and continue working on the exact modifications going forward.

I have passed your initial proposed modifications to your handbook along to the Regional Director; however, he is not comfortable with them. I am attaching a summary of what the original language is; what you suggested; and what the Regional Director thought of what you suggested.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

**From:** (b) (6), (b) (7)(C)  
**Sent:** Thursday, February 12, 2015 9:39 AM  
**To:** Bede, Hilary A.  
**Subject:** Re: (b) (6), (b) (7)(C) Matter

Ok....that step wise approach makes sense to me.

Availability becomes the next question.

Can we do Wed Feb 25th at 1PM?

My goals for that day would be to go through:

1. Why (b) (6), (b) (7)(C) is even still a complainant on this matter. I am fine with NLRB being a complainant, but (b) (6), (b) (7)(C) has no standing, since (b) (6), (b) (7)(C) was not employed by T-Station Dental.
2. Why I fall under NLRB jurisdiction, since I have under 50 employees.
3. Reference to the regulations that I am violating on each item of the settlement agreement.

Thanks Again Hilary for your help. I think you will find me to be compliant and kind to work with. But I am also fair to myself, and need to know that what is being required of me falls

under proper jurisdictional structure, and reference-able regulations.

If you want to send me info on this prior to the phone conversation, that may be helpful so that I can study it before-hand.

And let me know if that date/time works for you.

Thanks,

**(b) (6), (b) (7)(C)**

Confidentiality Notice:

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

On Thu, Feb 12, 2015 at 9:01 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

You can request permission in writing for a meeting with the Regional Director. It would then be his decision to offer you a meeting or to decline to do so. He might decline in this instance because the case is so factually simple. This is not a he said/she said situation; rather, the handbook is unlawful on its face in several places. The case law isn't even close.

You should also be warned that if he does offer you an appointment, he will offer you a date and time and that date and time will not be open to negotiation. A meeting with the Regional Director is a rare occurrence and it does not happen in the vast majority of cases.

However, there are a few steps to take before you get to asking for a meeting.

First, you should take a few more days to consider your options.

Second, you and I should discuss the current status of the charge and your options more fully—hopefully tomorrow if you are available, but early next week if tomorrow does not work for you.

Third, if you have concerns after talking to me, you can discuss the situation with my supervisory attorney, Kathleen McCarthy.

If after all of that you still believe that meeting with the Regional Director will make some difference, you can make the request.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1

10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)  
**Sent:** Wednesday, February 11, 2015 5:31 PM  
**To:** Bede, Hilary A.  
**Subject:** Re: (b) (6), (b) (7)(C) Matter

Thanks Hilary,

Am I allowed to have a direct conversation with the Regional Director?

(b) (6), (b) (7)(C)

Confidentiality Notice:

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

On Wed, Feb 11, 2015 at 5:13 PM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Unfortunately I have been out of the office all day on an election today and my schedule is the same tomorrow. I will try to give you a call on Friday.

In the meantime, attached please find a draft settlement. You may wish to review it before we discuss things in any case.

Let me know by 2/20/15 if you feel that a settlement is appropriate. Otherwise the Regional Director will issue a complaint. (You may still of course change your mind and continue to work toward a settlement after complaint issues.)

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)  
**Sent:** Wednesday, February 11, 2015 9:45 AM  
**To:** Bede, Hilary A.  
**Subject:** Re: (b) (6), (b) (7)(C) Matter

Please call me at [617-872-4499](tel:617-872-4499)

Thanks,

**(b) (6), (b) (7)(C)**

**Confidentiality Notice:**

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

On Wed, Feb 11, 2015 at 9:15 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

I had hoped to have more information before I discussed this with you, but things have been moving along slowly.

Only one of the charges—the first, involving the employee’s termination—has been withdrawn. When a Charging Party, **(b) (6), (b) (7)(C)** in the case, decides to withdraw a charge, it doesn’t matter whether the Regional Director would have dismissed the charge or issued a complaint. There can’t be a charge without a Charging Party. In any case, you no longer have to be concerned with that charge because it is gone.

The other charge—the second, involving the content of the handbook—remains outstanding. The Regional Director has determined that the handbook is unlawful in several places, as we discussed. In a week or so you should be receiving an amended version of that charge which describes exactly which parts of the handbook the Regional Director believes are unlawful. Specifically, the charge will say:

*The Employer, through its handbook, promulgates rules including:*

*A rule which dissuades employees from discussing wages by indicating that doing so may result in a pay cut.*

*A rule which prohibits employees from taking photographs of work areas or each other.*

*A rule which prohibits employees from “making any derogatory statements or inferences against others in your work environment.”*

*An overboard rule which prohibits employees from viewing “any inappropriate websites, chat rooms, social media sites, or other public forums on Company computers or while working at Company offices” without specifying the nature of “inappropriate.”*

*A rule which prohibits employees from using social/electronic media “to represent... employees.”*

The Regional Director (through me) will offer you a settlement agreement which would include your changing the language to language that the Regional Director finds lawful and your posting a notice to employees to tell them that these changes have been made. I hope to have a draft settlement for you to review sometime soon.

If you decide not to accept a settlement the Regional Director will issue a complaint and the matter will be scheduled for a hearing before an administrative law judge.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)  
**Sent:** Tuesday, February 10, 2015 1:55 PM  
**To:** Bede, Hilary A.  
**Subject:** Re: (b) (6), (b) (7)(C) Matter

Hi Hilary,

I received a notice from NLRB that the charges were withdrawn against T-Station Dental.

What does "withdrawn" mean?

I was hoping that the charges would be "dismissed" based on the merits that you found.....

Can you clarify for me please?

(b) (6), (b) (7)(C)

Confidentiality Notice:

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

On Mon, Jan 12, 2015 at 11:50 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Great, I will be there on Friday. Thanks for your quick response.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)



**From:** (b) (6), (b) (7)(C)

**Sent:** Monday, January 12, 2015 11:50 AM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Thanks Hilary....I was about to contact you... (b) (6), (b) (7)(C) just returned today from (b) (6), (b) (7)(C) vacation, and I confirmed with (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) is available to meet This Friday, January 16th at 8:15 AM.

Please come to my office at 30 College Avenue, Somerville MA 02144.

When you arrive, please call me at [617-872-4499](tel:617-872-4499) to let you in (we are closed on Fridays).

Kindest Regards, and Thank Your for your patience.

(b) (6), (b) (7)(C)

**Confidentiality Notice:**

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On Mon, Jan 12, 2015 at 11:34 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Please let me know by noon on Wednesday your preferred time and location for the January 16 meeting we discussed.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

---

**From:** Bede, Hilary A.

**Sent:** Monday, January 05, 2015 9:24 AM

**To:** (b) (6), (b) (7)(C)

**Subject:** RE: (b) (6), (b) (7)(C) Matter

I see that there was a typo in my last email. Obviously that was supposed to read "If the meeting and the provision of documents DO NOT take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it." I apologize for any confusion.

Please let me know at your earliest convenience what time and location will work best for you on January 16.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

---

**From:** Bede, Hilary A.  
**Sent:** Friday, December 19, 2014 3:31 PM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: (b) (6), (b) (7)(C) Matter

Thank you for checking in with me today.

I expect that I will be able to meet with (b) (6), (b) (7)(C) on January 16; let me know where and when.

I would also like to see the documents requested in the subpoena: copies of any employee handbooks; (b) (6), (b) (7)(C) personnel file; and any documents that establish that you have previously terminated employees for the same reasons stated in (b) (6), (b) (7)(C) termination email. (For example, the termination letters of other employees who had some of the same problems as (b) (6), (b) (7)(C).)

If the meeting and the provision of documents take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it.

I hope you have a pleasant holiday.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)  
**Sent:** Friday, December 19, 2014 12:47 PM  
**To:** Bede, Hilary A.  
**Subject:** (b) (6), (b) (7)(C) Matter

Dear Hilary,

As promised during our conversation today, (b) (6), (b) (7)(C) will be returning from (b) (6), (b) (7)(C) vacation in mid January. (b) (6), (b) (7)(C) will be able to give you testimony on January 16th

or any weekday after that.

As also discussed, I am going to be disregarding the subpoena that you had sent this past week.

Happy Holidays,

**(b) (6), (b) (7)(C)**

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UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

IN THE MATTER OF

T-STATION DENTAL GROUP

Case 01-CA-140837

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in all break rooms and non-public areas of the Charged Party's 30 College Avenue facility. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_  
                    Initials

No \_\_\_\_\_  
                    Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board

of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> <b>T-STATION DENTAL GROUP</b>		<b>Charging Party</b> <b>(b) (6), (b) (7)(C)</b>	
By: Name and Title	Date	By: Name and Title	Date
Recommended By:	Date	Approved By:	Date
HILARY A. BEDE, Board Agent		Regional Director, Region 1	

**(To be printed and posted on official Board notice form)**

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** maintain or enforce any rules or policies in our employee handbook, or anywhere else, that improperly restrict your right to engage in union and other protected activities on company property during non-working times in non-working areas, to discuss your wages and other terms and conditions of your employment with others, and to disclose employee information to others.

**WE WILL NOT** maintain or enforce any policy that either directly or impliedly threatens you with a reduction of your pay or other parts of your compensation package for discussing your pay and compensation with others.

**WE WILL NOT** in any similar way interfere with your rights under Federal law described above.

**WE WILL** remove from the Performance Reviews section of the employee handbook the policy in which we tie the statement that "Overpaid employees occasionally exist," to our policy of reevaluating and adjusting both staff members' pay and compensation if another staff member uses your compensation package information to affect their compensation.

**WE WILL** remove or revise prohibitions that appear in the Social Media Policy in our employee handbook that unlawfully restrict your right:

To take or post videos or pictures of the facility and staff;

To make derogatory or other critical statements or inferences about the workplace;

To view websites, chat rooms, social media sites, or other public forums on Company computers; and

To create websites or use social media or other electronic media to critically discuss the Company or its employees.

**WE WILL** advise you in writing of the manner in which we have removed or revised the above-described rules and policies in our employee handbook.

**T-STATION DENTAL GROUP**

(Employer)

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Representative) (Title)

---

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlrb.gov](http://www.nlrb.gov).*

10 Causeway St Fl 6  
Boston, MA 02222-1001

**Telephone:** (617)565-6700  
**Hours of Operation:** 8:30 a.m. to 5 p.m.

---

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

This is the current handbook language:

Overpaid employees occasionally exist. If another staff member uses your compensation package information to affect their own compensation package, we will reevaluate both staff members current compensation packages at the same time to make sure that both are at proper market rate, and you may both receive a pay adjustment to market rate.

This is the Employer's proposed change:

~~Overpaid employees occasionally exist. If another staff member uses your compensation package information to affect their own compensation package, we will reevaluate both staff members current compensation packages at the same time to make sure that both are at proper market rate, and you may both receive a pay adjustment to market rate.~~ *If at any time it comes to our attention that an employee is determined to be receiving a compensation package above market rate, you may receive a pay adjustment to market rate.*

This is the Regional Director's response:

The entire section should be eliminated. The proposed change still dissuades employees from discussing their wages lest the lower paid employee bring the higher paid employee to the Employer's attention.

.....  
This is the current handbook language (part of the social media policy):

Taking videos or pictures from inside any of our treatment areas is strictly prohibited. Posting of theses photos is illegal. Posting pictures/videos of patients, or staff in one of our facilities is also illegal.

This is the Employer's proposed change:

Taking videos or pictures from inside any of our treatment areas is strictly prohibited. Posting of theses photos is illegal. Posting pictures/videos of patients, or staff in one of our facilities is also illegal *unless your right to take pictures is protected under Federal law.*

This is the Regional Director's response:



He wishes to remove the statement that posting of the photos is illegal. Recent labor law decisions have emphasized that employees may take pictures of their co-workers and workplaces. The disclaimer “unless your right to take pictures is protected under Federal law” is insufficient and the Regional Director does not wish to shift the burden of knowing where the law supersedes the handbook to employees.

.....

This is the current handbook language (part of the social media policy):

Making any derogatory statements or inferences against others in your work environment is prohibited.

This is the Employer’s proposed change:

Making any ~~derogatory~~ *harassing or bullying* statements or inferences against others in your work environment is prohibited.

This is the Regional Director’s response:

He would like to know the meaning of “inferences.”

.....

This is the current handbook language (part of the social media policy):

Unless it is strictly related to Company business, employees may not view any inappropriate websites, chat rooms, social media sites, or other public forums on Company computers or while working at Company offices.

This is the Employer’s proposed change:

Unless it is strictly related to Company business, employees may not view any ~~inappropriate~~ websites, chat rooms, social media sites, or other public forums on Company computers or while working at Company offices.

This is the Regional Director’s response:

He is concerned that banning all internet use, when it was not previously banned according to the handbook, would be retaliation against the employees because a charge was filed. I realize that you said that the you had always intended to have a rule banning employees from using the internet at work at all, but the previous rule read that

employees could use the internet as long as the sites were not “inappropriate” and that even “inappropriate” sites could be viewed if they related to Company business.

---

This is the current handbook language (part of the social media policy):

Employees may not create websites, company registrations, or use social media or other electronic media to represent or defame the Company, its clients, or its employees.

This is the Employer’s proposed change:

Employees may not create websites, company registrations, or use social media or other electronic media to represent or ~~defame~~ the Company, its clients, or its employees *without prior written consent*.

This is the Regional Director’s response:

The “without prior written consent” is not acceptable. The Employer cannot put limits on how employees may go about engaging in concerted, protected activity and representing one another.

Dr. M.Z. Rizkallah, DDS, MDS, PC

01-CA-139418

Log

**10/27/14** Called CP. Left voicemail and sent email.

**10/28/14** Left two more voicemails for CP on landline and cell phone.

**11/3/14** CP, (b) (6), (b) (7)(C), could not respond before now. Will come in for affidavit  
(b) (6), (b) (7)(C)

(b) (5), (b) (6), (b) (7)(C)

**11/13/14** Left voicemail for (b) (5), (b) (6), (b) (7)(C).

**11/13/14** Spoke briefly to CP, confirming email. (b) (6), (b) (7)(C), (b) (5)

**12/11/14** Called (b) (6), (b) (7)(C) cell. Left voicemail.

**12/18/14** Called (b) (5), (b) (6), (b) (7)(C)

**12/19/14** Got call from (b) (5), (b) (6), (b) (7)(C)

(b) (5), (b) (6), (b) (7)(C)

(b) (5), (b) (6), (b) (7)(C)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

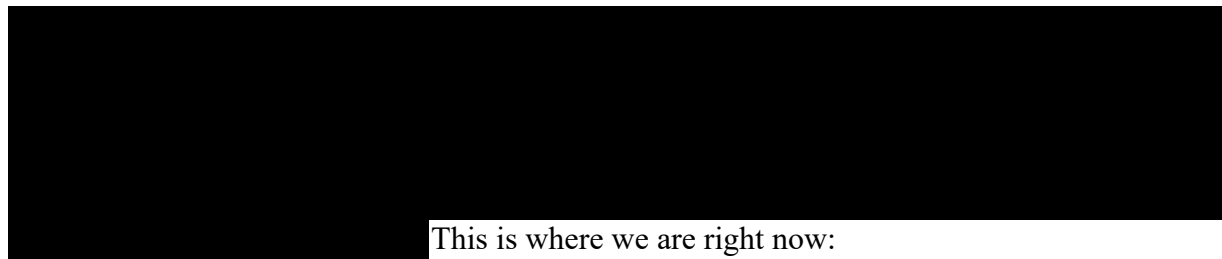
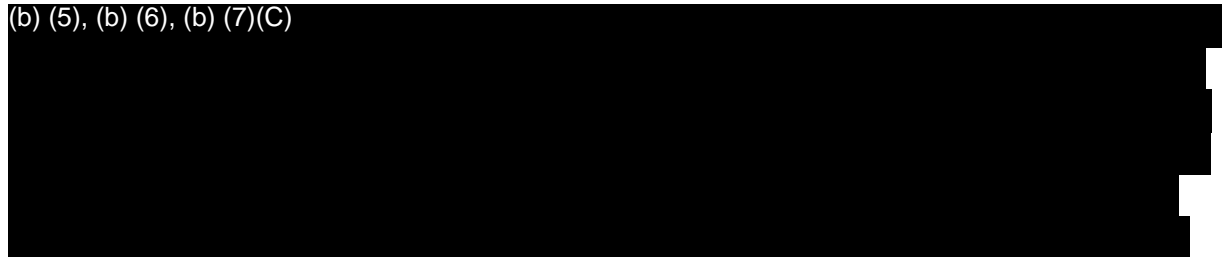
[REDACTED]

[REDACTED]

[REDACTED]

2/13/15 (b) (6), (b) (7)(C) See related emails of yesterday and today.

(b) (5), (b) (6), (b) (7)(C)



This is where we are right now:

This is the current handbook language:

Overpaid employees occasionally exist. If another staff member uses your compensation package information to affect their own compensation package, we will reevaluate both staff members current compensation packages at the same time to make sure that both are at proper market rate, and you may both receive a pay adjustment to market rate.

This is the Employer's proposed change:

~~Overpaid employees occasionally exist. If another staff member uses your compensation package information to affect their own compensation package, we will reevaluate both staff members current compensation packages at the same time to make sure that both are at proper market rate, and you may both receive a pay adjustment to market rate.~~ *If at any time it comes to our attention that an employee is determined to be receiving a compensation package above market rate, you may receive a pay adjustment to market rate.*

.....

This is the current handbook language (part of the social media policy):

Taking videos or pictures from inside any of our treatment areas is strictly prohibited. Posting of theses photos is illegal. Posting pictures/videos of patients, or staff in one of our facilities is also illegal.

(b) (5), (b) (6), (b) (7)(C)

[REDACTED]

(b) (5), (b) (6), (b) (7)(C)

[REDACTED]

---

(b) (5), (b) (6), (b) (7)(C)

[REDACTED]

[REDACTED]

[REDACTED]

(b) (5), (b) (6), (b) (7)(C)

[REDACTED]


---

(b) (5), (b) (6), (b) (7)(C)


[REDACTED]

[REDACTED]

(b) (5), (b) (6), (b) (7)(C)




(b) (5), (b) (6), (b) (7)(C)



.....

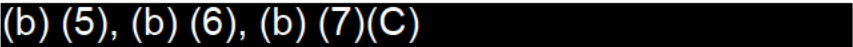
(b) (5), (b) (6), (b) (7)(C)



(b) (5), (b) (6), (b) (7)(C)



2/24/15 Left voicemail for (b) (5), (b) (6), (b) (7)(C)



Phone log—settlement only  
01-CA-140837  
T-Station Dental

2/13/15 (b) (6), (b) (7)(C) See related emails of yesterday and today.

(b) (6), (b) (7)(C), (b) (5)

[REDACTED]

[REDACTED]

This is where we are right now:

This is the current handbook language:

Overpaid employees occasionally exist. If another staff member uses your compensation package information to affect their own compensation package, we will reevaluate both staff members current compensation packages at the same time to make sure that both are at proper market rate, and you may both receive a pay adjustment to market rate.

This is the Employer's proposed change:

Overpaid employees occasionally exist. ~~If another staff member uses your compensation package information to affect their own compensation package, we will reevaluate both staff members current compensation packages at the same time to make sure that both are at proper market rate, and you may both receive a pay adjustment to market rate.~~ *If at any time it comes to our attention that an employee is determined to be receiving a compensation package above market rate, you may receive a pay adjustment to market rate.*

.....  
This is the current handbook language (part of the social media policy):

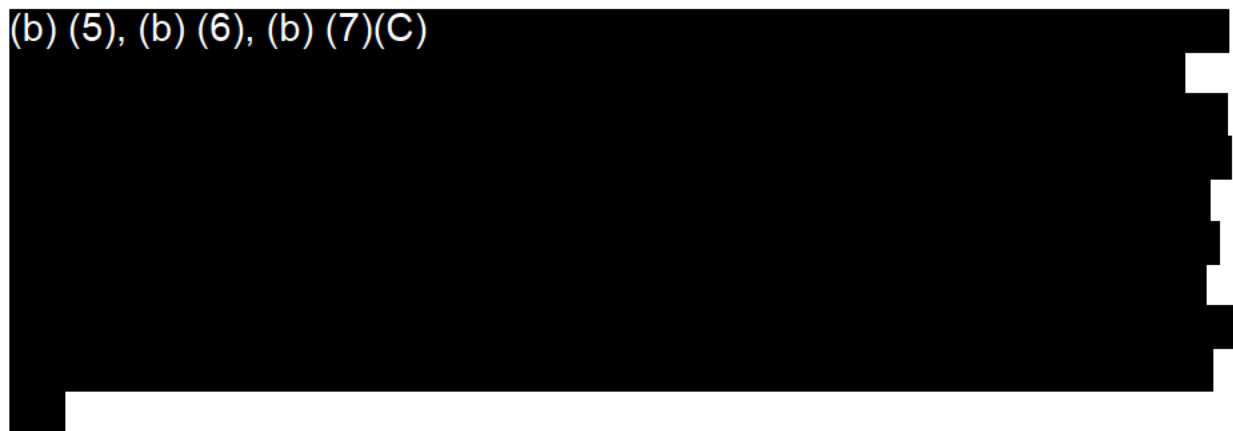


Taking videos or pictures from inside any of our treatment areas is strictly prohibited. Posting of these photos is illegal. Posting pictures/videos of patients, or staff in one of our facilities is also illegal.

This is the Employer's proposed change:

Taking videos or pictures from inside any of our treatment areas is strictly prohibited. Posting of these photos is illegal. Posting pictures/videos of patients, or staff in one of our facilities is also illegal *unless your right to take pictures is protected under Federal law.*

(b) (5), (b) (6), (b) (7)(C)



.....


This is the current handbook language (part of the social media policy):

Making any derogatory statements or inferences against others in your work environment is prohibited.

This is the Employer's proposed change:

Making any ~~derogatory~~ *harassing or bullying* statements or inferences against others in your work environment is prohibited.

(b) (5), (b) (6), (b) (7)(C)



.....

This is the current handbook language (part of the social media policy):

Unless it is strictly related to Company business, employees may not view any inappropriate websites, chat rooms, social media sites, or other public forums on Company computers or while working at Company offices.

This is the Employer's proposed change:

Unless it is strictly related to Company business, employees may not view any ~~inappropriate~~ websites, chat rooms, social media sites, or other public forums on Company computers or while working at Company offices.

(b) (5), (b) (6), (b) (7)(C)

.....

This is the current handbook language (part of the social media policy):

Employees may not create websites, company registrations, or use social media or other electronic media to represent or defame the Company, its clients, or its employees.

This is the Employer's proposed change:

Employees may not create websites, company registrations, or use social media or other electronic media to represent or ~~defame~~ the Company, its clients, or its employees *without prior written consent.*

2/24/15 Left voicemail for CP (b) (5), (b) (6), (b) (7)(C)

2/25/15 Voicemail from CP. (b) (6), (b) (7)(C), (b) (5)


3/2/15 (b) (6), (b) (7)(C), (b) (5)

The below is an email to KFM summarizing the conversation:

(b) (6) wants to eliminate this:

**WE WILL** remove from the Performance Reviews section of the employee handbook the policy in which we tie the statement that “Overpaid employees occasionally exist,” to our policy of reevaluating and adjusting both staff members’ pay and compensation if another staff member uses your compensation package information to affect their compensation.






(b) (5), (b) (6), (b) (7)(C)



(b) (6) also wants to change this:

**WE WILL NOT** maintain or enforce any policy that either directly or impliedly threatens you with a reduction of your pay or other parts of your compensation package for discussing your pay and compensation with others.

(b) (5), (b) (6), (b) (7)(C)



(b) (5), (b) (6), (b) (7)(C)

(One change (b) (6) didn't specifically mention was (b) (5), (b) (6), (b) (7)(C)

3/6/15 Call from (b) (6), (b) (7)(C) (In response to my email from today denying (b) (6) requests from the earlier conversation above.) (b) (6), (b) (7)(C), (b) (5)

4/6/15 (b) (6), (b) (7)(C) called because the Region sent (b) (6), (b) (7)(C) a No Answer letter because (b) (6) did not answer the complaint. (b) (6), (b) (7)(C), (b) (5)

4/17/15 CP, (b) (6), (b) (7)(C) called (b) (6), (b) (7)(C), (b) (5)

(b) (6), (b) (7)(C)  
DAVIS SQUARE DENTAL SPECIALISTS PC  
30 COLLEGE AVENUE  
#301  
SOMERVILLE, MA 02144  
Phone: (617)591-9999  
Mobile Phone: (617)872-4499  
Email: (b) (6), (b) (7)(C)  
Fax: (617)591-9990

(b) (6), (b) (7)(C)

[illegible]

PC

Case 01-CA-140837

Date	Person Contacted	Method of Contact	Description of Contact or Activity

(b) (5)



From: (b) (6), (b) (7)(C)

Sent: Tuesday, April 7, 2015 6:30 PM

Subject: Kathleen McCarthy

To: Bede, Hilary A. <[hilary.bede@nrlrb.gov](mailto:hilary.bede@nrlrb.gov)>

Hi Hilary,

I had the opportunity to speak with Kathleen. We agreed that I would disregard the complaint response timelines, seeing as we are really working towards settlement.

Can you please get the notice proposal to me with the detailed changes included at the end.

Thanks,

**(b) (6), (b) (7)(C)**

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This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.



**From:** (b) (6), (b) (7)(C)  
**To:** [Bede, Hilary A.](#)  
**Subject:** Re: T-Station Dental Group; 01-CA-139418  
**Date:** Monday, December 15, 2014 8:30:25 PM

---

Hi Hilary,

I am not clear on whom you are pursuing.

The names on your charges are NOT employers, have never been employers, and have no standing to respond to your charges.

The employer of (b) (6), (b) (7)(C) was LaCourt Realty LLC, EIN (b) (6), (b) (7)(C)

If you desire to engage LaCourt Realty LLC, please produce documents to that effect.

Regards,

(b) (6), (b) (7)(C)

Confidentiality Notice:

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

On Thu, Dec 11, 2014 at 10:39 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Dear (b) (6), (b) (7)(C):

As you are aware, the National Labor Relations Board is investigating two charges filed by former employee (b) (6), (b) (7)(C).

I have not received any response to my previous correspondence and was unable to reach you by phone today. Copies of the charges and earlier requests for information are attached for your convenience.

Please let me know whether you have hired an attorney to represent you in this matter and whether you intend to make any response to these charges.

Otherwise, the Regional Director may decide to issue an investigative subpoena or may decide to make a decision based on the evidence already revealed thus far in the

investigation.

Very Truly Yours,

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** Bede, Hilary A.  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: (b) (6), (b) (7)(C) Matter  
**Date:** Friday, February 13, 2015 10:09:00 AM

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All right, on to your other questions.

NLRB jurisdiction is not contingent on the number of employees. In the matter of dental offices, the NLRB asserts jurisdiction where there is a gross annual volume of at least \$250,000. If you can establish that your gross annual volume is less than \$250,000, please do so. There is more information about the NLRB's jurisdiction here:

<http://www.nlr.gov/rights-we-protect/jurisdictional-standards>

The only law that the NLRB enforces is the NLRA, and that is the law that the Regional Director believes that your handbook has violated in several ways. This is the Act in its entirety:

<http://www.nlr.gov/resources/national-labor-relations-act>

Case law has refined the meaning of the Act over the years. For example, the Board, administrative law judges, and courts have made it very clear that an employer may not forbid employees to discuss wages as this is a violation of their rights pursuant to Section 7 of the Act. For example, the Board held in *Automatic Screw Products Co.*, 306 NLRB 1072 (1992) that an employer violated 8(a) (1) by promulgating and maintaining a rule prohibiting employees from discussing their salaries. While your handbook's rule no longer explicitly forbids employees from discussing wages, it does dissuade them from doing so by warning that a pay cut may be the result of such a discussion.

If you are not available to speak by phone until February 25, we can certainly speak then. However, I cannot adjust the deadline of February 20 for determining whether you would like to settle this matter prior to the issuance of a complaint. Hopefully we can continue to discuss these matters over email if you are not otherwise available.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

---

**From:** Bede, Hilary A.  
**Sent:** Thursday, February 12, 2015 10:39 AM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** Re: (b) (6), (b) (7)(C) Matter

I can answer one of your questions right now. (I'm on my phone so I don't have access to the

exact cites on my computer. I'll send another email tomorrow when I'm physically in the office.)

(b) (6), (b) (7)(C) does have standing to file the charge. There is no question of this; it is not a requirement that the Charging Party be a current employee or personally subject to the rules in question. We have discussed this previously and you may recall that the example I used was the fast food protests that have been in the news in recent months. Charges are often filed with the NLRB involving rules in those companies' handbooks. The charges are generally filed by union organizers who do not formally represent the employees subject to the rules and who are not themselves subject to the rules.

The NLRB does not launch investigations without a charge being filed, so there had to be an initial Charging Party-- in this case (b) (6), (b) (7)(C). The complaint itself, should we be unable to reach a settlement, will be filed by the NLRB, not (b) (6), (b) (7)(C), but (b) (6), (b) (7)(C) name will be cited in the complaint as the person who filed the initial charge.

Hilary

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**From:** (b) (6), (b) (7)(C)

**Sent:** Thursday, February 12, 2015 9:38:35 AM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Ok....that step wise approach makes sense to me.

Availability becomes the next question.

Can we do Wed Feb 25th at 1PM?

My goals for that day would be to go through:

1. Why (b) (6), (b) (7)(C) is even still a complainant on this matter. I am fine with NLRB being a complainant, but (b) (6), (b) (7)(C) has no standing, since (b) (6), (b) (7)(C) was not employed by T-Station Dental.
2. Why I fall under NLRB jurisdiction, since I have under 50 employees.
3. Reference to the regulations that I am violating on each item of the settlement agreement.

Thanks Again Hilary for your help. I think you will find me to be compliant and kind to work with. But I am also fair to myself, and need to know that what is being required of me falls under proper jurisdictional structure, and reference-able regulations.

If you want to send me info on this prior to the phone conversation, that may be helpful so that I can study it before-hand.

And let me know if that date/time works for you.

Thanks,

**(b) (6), (b) (7)(C)**

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On Thu, Feb 12, 2015 at 9:01 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

You can request permission in writing for a meeting with the Regional Director. It would then be his decision to offer you a meeting or to decline to do so. He might decline in this instance because the case is so factually simple. This is not a he said/she said situation; rather, the handbook is unlawful on its face in several places. The case law isn't even close.

You should also be warned that if he does offer you an appointment, he will offer you a date and time and that date and time will not be open to negotiation. A meeting with the Regional Director is a rare occurrence and it does not happen in the vast majority of cases.

However, there are a few steps to take before you get to asking for a meeting.

First, you should take a few more days to consider your options.

Second, you and I should discuss the current status of the charge and your options more fully—hopefully tomorrow if you are available, but early next week if tomorrow does not work for you.

Third, if you have concerns after talking to me, you can discuss the situation with my supervisory attorney, Kathleen McCarthy.

If after all of that you still believe that meeting with the Regional Director will make some difference, you can make the request.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** **(b) (6), (b) (7)(C)**

**Sent:** Wednesday, February 11, 2015 5:31 PM

**To:** Bede, Hilary A.

**Subject:** Re: **(b) (6), (b) (7)(C)** Matter

Thanks Hilary,

Am I allowed to have a direct conversation with the Regional Director?

**(b) (6), (b) (7)(C)**

Confidentiality Notice:

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On Wed, Feb 11, 2015 at 5:13 PM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Unfortunately I have been out of the office all day on an election today and my schedule is the same tomorrow. I will try to give you a call on Friday.

In the meantime, attached please find a draft settlement. You may wish to review it before we discuss things in any case.

Let me know by 2/20/15 if you feel that a settlement is appropriate. Otherwise the Regional Director will issue a complaint. (You may still of course change your mind and continue to work toward a settlement after complaint issues.)

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** **(b) (6), (b) (7)(C)**

**Sent:** Wednesday, February 11, 2015 9:45 AM

**To:** Bede, Hilary A.

**Subject:** Re: **(b) (6), (b) (7)(C)** Matter

Please call me at [617-872-4499](tel:617-872-4499)

Thanks,

**(b) (6), (b) (7)(C)**

Confidentiality Notice:

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On Wed, Feb 11, 2015 at 9:15 AM, Bede, Hilary A. <[Hilary.Bede@nrlrb.gov](mailto:Hilary.Bede@nrlrb.gov)> wrote:

I had hoped to have more information before I discussed this with you, but things have been moving along slowly.

Only one of the charges—the first, involving the employee’s termination—has been withdrawn. When a Charging Party, (b) (6), (b) (7)(C) in the case, decides to withdraw a charge, it doesn’t matter whether the Regional Director would have dismissed the charge or issued a complaint. There can’t be a charge without a Charging Party. In any case, you no longer have to be concerned with that charge because it is gone.

The other charge—the second, involving the content of the handbook—remains outstanding. The Regional Director has determined that the handbook is unlawful in several places, as we discussed. In a week or so you should be receiving an amended version of that charge which describes exactly which parts of the handbook the Regional Director believes are unlawful. Specifically, the charge will say:

*The Employer, through its handbook, promulgates rules including:*

*A rule which dissuades employees from discussing wages by indicating that doing so may result in a pay cut.*

*A rule which prohibits employees from taking photographs of work areas or each other.*

*A rule which prohibits employees from “making any derogatory statements or inferences against others in your work environment.”*

*An overboard rule which prohibits employees from viewing “any inappropriate websites, chat rooms, social media sites, or other public forums on Company computers or while working at Company offices” without specifying the nature of “inappropriate.”*

*A rule which prohibits employees from using social/electronic media “to represent... employees.”*

The Regional Director (through me) will offer you a settlement agreement which would include your changing the language to language that the Regional Director finds lawful and your posting a notice to employees to tell them that these changes have been made. I hope to have a draft settlement for you to review sometime soon.

If you decide not to accept a settlement the Regional Director will issue a complaint and the matter will be scheduled for a hearing before an administrative law judge.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Tuesday, February 10, 2015 1:55 PM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Hi Hilary,

I received a notice from NLRB that the charges were withdrawn against T-Station Dental.

What does "withdrawn" mean?

I was hoping that the charges would be "dismissed" based on the merits that you found.....

Can you clarify for me please?

(b) (6), (b) (7)(C)

Confidentiality Notice:

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On Mon, Jan 12, 2015 at 11:50 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Great, I will be there on Friday. Thanks for your quick response.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Monday, January 12, 2015 11:50 AM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Thanks Hilary....I was about to contact you.... (b) (6), (b) (7)(C) just returned today from (b) (6), (b) (7)(C) vacation, and I confirmed with (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) is available to meet This Friday, January 16th at 8:15 AM.

Please come to my office at 30 College Avenue, Somerville MA 02144.



When you arrive, please call me at [617-872-4499](tel:617-872-4499) to let you in (we are closed on Fridays).

Kindest Regards, and Thank Your for your patience.

**(b) (6), (b) (7)(C)**

**Confidentiality Notice:**

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On Mon, Jan 12, 2015 at 11:34 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Please let me know by noon on Wednesday your preferred time and location for the January 16 meeting we discussed.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

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**From:** Bede, Hilary A.  
**Sent:** Monday, January 05, 2015 9:24 AM  
**To:** **(b) (6), (b) (7)(C)**  
**Subject:** RE: **(b) (6), (b) (7)(C)** Matter

I see that there was a typo in my last email. Obviously that was supposed to read "If the meeting and the provision of documents DO NOT take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it." I apologize for any confusion.

Please let me know at your earliest convenience what time and location will work best for you on January 16.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

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**From:** Bede, Hilary A.

**Sent:** Friday, December 19, 2014 3:31 PM

**To:** (b) (6), (b) (7)(C)

**Subject:** RE: (b) (6), (b) (7)(C) Matter

Thank you for checking in with me today.

I expect that I will be able to meet with (b) (6), (b) (7)(C) on January 16; let me know where and when.

I would also like to see the documents requested in the subpoena: copies of any employee handbooks; (b) (6), (b) (7)(C) personnel file; and any documents that establish that you have previously terminated employees for the same reasons stated in (b) (6), (b) (7)(C) termination email. (For example, the termination letters of other employees who had some of the same problems as (b) (6), (b) (7)(C).)

If the meeting and the provision of documents take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it.

I hope you have a pleasant holiday.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Friday, December 19, 2014 12:47 PM

**To:** Bede, Hilary A.

**Subject:** (b) (6), (b) (7)(C) Matter

Dear Hilary,

As promised during our conversation today, (b) (6), (b) (7)(C) will be returning from (b) (6), (b) (7)(C) vacation in mid January. (b) (6), (b) (7)(C) will be able to give you testimony on January 16th or any weekday after that.

As also discussed, I am going to be disregarding the subpoena that you had sent this past week.

Happy Holidays,

(b) (6), (b) (7)(C)

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received this information in error, please notify the sender and immediately permanently destroy the contents received.

**From:** (b) (6), (b) (7)(C)  
**To:** [Bede, Hilary A.](#)  
**Subject:** Re: (b) (6), (b) (7)(C) Matter  
**Date:** Monday, January 12, 2015 12:01:52 PM

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You bet....see you then.

**(b) (6), (b) (7)(C)**

**Confidentiality Notice:**

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On Mon, Jan 12, 2015 at 11:50 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Great, I will be there on Friday. Thanks for your quick response.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)  
**Sent:** Monday, January 12, 2015 11:50 AM  
**To:** Bede, Hilary A.  
**Subject:** Re: (b) (6), (b) (7)(C) Matter

Thanks Hilary....I was about to contact you....(b) (6), (b) (7)(C) just returned today from (b) (6), (b) (7)(C) vacation, and I confirmed with (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) is available to meet This Friday, January 16th at 8:15 AM.

Please come to my office at 30 College Avenue, Somerville MA 02144.

When you arrive, please call me at [617-872-4499](tel:617-872-4499) to let you in (we are closed on Fridays).

Kindest Regards, and Thank Your for your patience.

**(b) (6), (b) (7)(C)**

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On Mon, Jan 12, 2015 at 11:34 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Please let me know by noon on Wednesday your preferred time and location for the January 16 meeting we discussed.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

---

**From:** Bede, Hilary A.

**Sent:** Monday, January 05, 2015 9:24 AM

**To:** **(b) (6), (b) (7)(C)**

**Subject:** RE: (b) (6), (b) (7)(C) Matter

I see that there was a typo in my last email. Obviously that was supposed to read "If the meeting and the provision of documents DO NOT take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it." I apologize for any confusion.

Please let me know at your earliest convenience what time and location will work best for you on January 16.

Hilary

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---

**From:** Bede, Hilary A.

**Sent:** Friday, December 19, 2014 3:31 PM

**To:** (b) (6), (b) (7)(C)

**Subject:** RE: (b) (6), (b) (7)(C) Matter

Thank you for checking in with me today.

I expect that I will be able to meet with (b) (6), (b) (7)(C) on January 16; let me know where and when.

I would also like to see the documents requested in the subpoena: copies of any employee handbooks; (b) (6), (b) (7)(C) personnel file; and any documents that establish that you have previously

terminated employees for the same reasons stated in (b) (6), (b) (7)(C) termination email. (For example, the termination letters of other employees who had some of the same problems as (b) (6), (b) (7)(C).)

If the meeting and the provision of documents take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it.

I hope you have a pleasant holiday.

Hilary

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Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Friday, December 19, 2014 12:47 PM

**To:** Bede, Hilary A.

**Subject:** Kerri Bourgeois Matter

Dear Hilary,

As promised during our conversation today, (b) (6), (b) (7)(C) will be returning from (b) (6), (b) (7)(C) vacation in mid January. (b) (6), (b) (7)(C) will be able to give you testimony on January 16th or any weekday after that.

As also discussed, I am going to be disregarding the subpoena that you had sent this past week.

Happy Holidays,

**(b) (6), (b) (7)(C)**

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**From:** (b) (6), (b) (7)(C)  
**To:** [Bede, Hilary A.](#)  
**Subject:** Re: (b) (6), (b) (7)(C) Matter  
**Date:** Tuesday, February 24, 2015 6:20:53 PM  
**Attachments:** [Response to NLRB 2-24-15.pdf](#)

---

Hi Hilary,

Please see the attache responses to your Director's comments.

Please comment.

Regards,

**(b) (6), (b) (7)(C)**

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On Tue, Feb 24, 2015 at 12:01 PM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Dear (b) (6), (b) (7)(C),

Thank you for speaking with me on February 13.

I'd like to remind you that the proposed settlement agreement that I sent you previously (I am attaching it again) does not specify what the revisions to the handbook will be, so you can sign the settlement now and continue working on the exact modifications going forward.

I have passed your initial proposed modifications to your handbook along to the Regional Director; however, he is not comfortable with them. I am attaching a summary of what the original language is; what you suggested; and what the Regional Director thought of what you suggested.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Thursday, February 12, 2015 9:39 AM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Ok....that step wise approach makes sense to me.

Availability becomes the next question.

Can we do Wed Feb 25th at 1PM?

My goals for that day would be to go through:

1. Why (b) (6), (b) (7)(C) is even still a complainant on this matter. I am fine with NLRB being a complainant, but (b) (6), (b) (7)(C) has no standing, since (b) (6), (b) (7)(C) was not employed by T-Station Dental.

2. Why I fall under NLRB jurisdiction, since I have under 50 employees.

3. Reference to the regulations that I am violating on each item of the settlement agreement.

Thanks Again Hilary for your help. I think you will find me to be compliant and kind to work with. But I am also fair to myself, and need to know that what is being required of me

falls under proper jurisdictional structure, and reference-able regulations.

If you want to send me info on this prior to the phone conversation, that may be helpful so that I can study it before-hand.

And let me know if that date/time works for you.

Thanks,

**(b) (6), (b) (7)(C)**

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On Thu, Feb 12, 2015 at 9:01 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

You can request permission in writing for a meeting with the Regional Director. It would then be his decision to offer you a meeting or to decline to do so. He might decline in this instance because the case is so factually simple. This is not a he said/she said situation; rather, the handbook is unlawful on its face in several places. The case law isn't even close.

You should also be warned that if he does offer you an appointment, he will offer you a date and time and that date and time will not be open to negotiation. A meeting with the Regional Director is a rare occurrence and it does not happen in the vast majority of cases.

However, there are a few steps to take before you get to asking for a meeting.

First, you should take a few more days to consider your options.

Second, you and I should discuss the current status of the charge and your options more fully—hopefully tomorrow if you are available, but early next week if tomorrow does not work for you.

Third, if you have concerns after talking to me, you can discuss the situation with my supervisory attorney, Kathleen McCarthy.

If after all of that you still believe that meeting with the Regional Director will make some difference, you can make the request.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Wednesday, February 11, 2015 5:31 PM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Thanks Hilary,

Am I allowed to have a direct conversation with the Regional Director?

(b) (6), (b) (7)(C)

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On Wed, Feb 11, 2015 at 5:13 PM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Unfortunately I have been out of the office all day on an election today and my schedule is the same tomorrow. I will try to give you a call on Friday.

In the meantime, attached please find a draft settlement. You may wish to review it before we discuss things in any case.

Let me know by 2/20/15 if you feel that a settlement is appropriate. Otherwise the Regional Director will issue a complaint. (You may still of course change your mind and continue to work toward a settlement after complaint issues.)

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

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Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)  
**Sent:** Wednesday, February 11, 2015 9:45 AM  
**To:** Bede, Hilary A.  
**Subject:** Re: (b) (6), (b) (7)(C) Matter

Please call me at [617-872-4499](tel:617-872-4499)

Thanks,

(b) (6), (b) (7)(C)

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I had hoped to have more information before I discussed this with you, but things have been moving along slowly.

Only one of the charges—the first, involving the employee’s termination—has been withdrawn. When a Charging Party, (b) (6), (b) (7)(C) in the case, decides to withdraw a charge, it doesn’t matter whether the Regional Director would have dismissed the charge or issued a complaint. There can’t be a charge without a Charging Party. In any case, you no longer have to be concerned with that charge because it is gone.

The other charge—the second, involving the content of the handbook—remains outstanding. The Regional Director has determined that the handbook is unlawful in several places, as we discussed. In a week or so you should be receiving an amended

version of that charge which describes exactly which parts of the handbook the Regional Director believes are unlawful. Specifically, the charge will say:

*The Employer, through its handbook, promulgates rules including:*

*A rule which dissuades employees from discussing wages by indicating that doing so may result in a pay cut.*

*A rule which prohibits employees from taking photographs of work areas or each other.*

*A rule which prohibits employees from "making any derogatory statements or inferences against others in your work environment."*

*An overboard rule which prohibits employees from viewing "any inappropriate websites, chat rooms, social media sites, or other public forums on Company computers or while working at Company offices" without specifying the nature of "inappropriate."*

*A rule which prohibits employees from using social/electronic media "to represent... employees."*

The Regional Director (through me) will offer you a settlement agreement which would include your changing the language to language that the Regional Director finds lawful and your posting a notice to employees to tell them that these changes have been made. I hope to have a draft settlement for you to review sometime soon.

If you decide not to accept a settlement the Regional Director will issue a complaint and the matter will be scheduled for a hearing before an administrative law judge.

Hilary

Hilary Bede

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10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Tuesday, February 10, 2015 1:55 PM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Hi Hilary,

I received a notice from NLRB that the charges were withdrawn against T-Station Dental.

What does "withdrawn" mean?

I was hoping that the charges would be "dismissed" based on the merits that you found.....

Can you clarify for me please?

(b) (6), (b) (7)(C)

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On Mon, Jan 12, 2015 at 11:50 AM, Bede, Hilary A. <[Hilary.Bede@nrlb.gov](mailto:Hilary.Bede@nrlb.gov)>



wrote:

Great, I will be there on Friday. Thanks for your quick response.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Monday, January 12, 2015 11:50 AM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Thanks Hilary....I was about to contact you... (b) (6), (b) (7)(C) just returned today from (b) (6), (b) (7)(C) vacation, and I confirmed with (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) is available to meet This Friday, January 16th at 8:15 AM.

Please come to my office at 30 College Avenue, Somerville MA 02144.

When you arrive, please call me at [617-872-4499](tel:617-872-4499) to let you in (we are closed on Fridays).

Kindest Regards, and Thank Your for your patience.

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Please let me know by noon on Wednesday your preferred time and location for the January 16 meeting we discussed.

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10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

---

**From:** Bede, Hilary A.

**Sent:** Monday, January 05, 2015 9:24 AM

**To:** (b) (6), (b) (7)(C)

**Subject:** RE: (b) (6), (b) (7)(C) Matter

I see that there was a typo in my last email. Obviously that was supposed to read "If the meeting and the provision of documents DO NOT take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it." I apologize for any confusion.

Please let me know at your earliest convenience what time and location will work best for you on January 16.

Hilary

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10 Causeway Street

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Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

---

**From:** Bede, Hilary A.

**Sent:** Friday, December 19, 2014 3:31 PM

**To:** (b) (6), (b) (7)(C)

**Subject:** RE: (b) (6), (b) (7)(C) Matter

Thank you for checking in with me today.

I expect that I will be able to meet with (b) (6), (b) (7)(C) on January 16; let me know where and when.

I would also like to see the documents requested in the subpoena: copies of any employee handbooks; (b) (6), (b) (7)(C) personnel file; and any documents that establish that you have previously terminated employees for the same reasons stated in (b) (6), (b) (7)(C) termination email. (For example, the termination letters of other employees who had some of the same problems as (b) (6), (b) (7)(C).)

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I hope you have a pleasant holiday.

Hilary

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Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Friday, December 19, 2014 12:47 PM

**To:** Bede, Hilary A.

**Subject:** (b) (6), (b) (7)(C) Matter

Dear Hilary,

As promised during our conversation today, (b) (6), (b) (7)(C) will be returning from (b) (6), (b) (7)(C) vacation in mid January. (b) (6), (b) (7)(C) will be able to give you testimony on January 16th or any weekday after that.

As also discussed, I am going to be disregarding the subpoena that you had sent this past week.

Happy Holidays,

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permanently destroy the contents received.

#### **MATTER 1: MARKET RATE ADJUSTMENTS**

I have the right to adjust pay to market rate, whether up or down. If I do NOT have that right, then please show me that. If I DO have that right, then I have the right and ethical obligation to inform staff that their rate is subject to change based on Market Rate. Otherwise they will think that they are immune to the market-rate, which they are not. So I make sure that my handbook provides this awareness.

#### **MATTER 2: PHOTOS IN "PATIENT TREATMENT" AREAS**

I have a professional and business obligation and right to protect against loss of privacy relating to patients and proprietary business matters. If you have a better way of stating this to attain our mutual goals, please make a suggestion.

#### **MATTER 3: SOCIAL MEDIA HARASSING OR BULLYING**

"Inferences" refers to things such as: Moticons, Imagery, etc. Again, it relates to inferences that are bullying or harassing in nature only.

#### **MATTER 4: NON BUSINESS INTERNET POLICY**

I have the right to clarify my policies, so long as they are legal, irrespective of this complaint. I am rephrasing my policy to be consistent with our previous position, which is to ban all non-business internet use in my office. I feel the previous wording was sufficient to make the point, but I am modifying it to satisfy NLRB. But this is and has always been our company policy.

#### **MATTER 5:**

I am fine with removing "without prior written consent."

**From:** Bede, Hilary A.  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: (b) (6), (b) (7)(C) Matter  
**Date:** Wednesday, February 11, 2015 9:17:00 AM

---

I had hoped to have more information before I discussed this with you, but things have been moving along slowly.

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If you decide not to accept a settlement the Regional Director will issue a complaint and the matter will be scheduled for a hearing before an administrative law judge.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222

Phone: 617-565-6744  
Fax: 617-565-6725

**From:** (b) (6), (b) (7)(C)

**Sent:** Tuesday, February 10, 2015 1:55 PM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Hi Hilary,

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What does "withdrawn" mean?

I was hoping that the charges would be "dismissed" based on the merits that you found....

Can you clarify for me please?

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Great, I will be there on Friday. Thanks for your quick response.

Hilary

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10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Monday, January 12, 2015 11:50 AM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

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Please let me know by noon on Wednesday your preferred time and location for the January 16 meeting we discussed.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

---

**From:** Bede, Hilary A.  
**Sent:** Monday, January 05, 2015 9:24 AM  
**To:** **(b) (6), (b) (7)(C)**  
**Subject:** RE: **(b) (6), (b) (7)(C)** Matter

I see that there was a typo in my last email. Obviously that was supposed to read "If the meeting and the provision of documents DO NOT take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it." I apologize for any confusion.

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Hilary

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---

**From:** Bede, Hilary A.  
**Sent:** Friday, December 19, 2014 3:31 PM  
**To:** **(b) (6), (b) (7)(C)**

**Subject:** RE: (b) (6), (b) (7)(C) Matter

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**From:** (b) (6), (b) (7)(C)

**Sent:** Friday, December 19, 2014 12:47 PM

**To:** Bede, Hilary A.

**Subject:** (b) (6), (b) (7)(C) Matter

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As also discussed, I am going to be disregarding the subpoena that you had sent this past week.

Happy Holidays,

(b) (6), (b) (7)(C)

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**From:** (b) (6), (b) (7)(C)  
**To:** [Bede, Hilary A.](#)  
**Subject:** Re: (b) (6), (b) (7)(C) Matter  
**Date:** Monday, January 12, 2015 11:49:46 AM

---

Thanks Hilary....I was about to contact you... (b) (6), (b) (7)(C) just returned today from (b) (6), (b) (7)(C) vacation, and I confirmed with (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) is available to meet This Friday, January 16th at 8:15 AM.

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Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

---

**From:** Bede, Hilary A.  
**Sent:** Monday, January 05, 2015 9:24 AM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: (b) (6), (b) (7)(C) Matter

I see that there was a typo in my last email. Obviously that was supposed to read "If the meeting and the provision of documents DO NOT take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it." I apologize for any confusion.

Please let me know at your earliest convenience what time and location will work best for you on January 16.

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Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

---

**From:** Bede, Hilary A.  
**Sent:** Friday, December 19, 2014 3:31 PM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: (b) (6), (b) (7)(C) Matter

Thank you for checking in with me today.

I expect that I will be able to meet with (b) (6), (b) (7)(C) on January 16; let me know where and when.

I would also like to see the documents requested in the subpoena: copies of any employee handbooks; (b) (6), (b) (7)(C) personnel file; and any documents that establish that you have previously terminated employees for the same reasons stated in (b) (6), (b) (7)(C) termination email. (For example, the termination letters of other employees who had some of the same problems as (b) (6), (b) (7)(C).)

If the meeting and the provision of documents take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it.

I hope you have a pleasant holiday.

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Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Friday, December 19, 2014 12:47 PM

**To:** Bede, Hilary A.

**Subject:** (b) (6), (b) (7)(C) Matter

Dear Hilary,

As promised during our conversation today, (b) (6), (b) (7)(C) will be returning from (b) (6), (b) (7)(C) vacation in mid January. (b) (6), (b) (7)(C) will be able to give you testimony on January 16th or any weekday after that.

As also discussed, I am going to be disregarding the subpoena that you had sent this past week.

Happy Holidays,

**(b) (6), (b) (7)(C)**

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**From:** (b) (6), (b) (7)(C)  
**To:** [Bede, Hilary A.](#)  
**Subject:** Re: (b) (6), (b) (7)(C) Matter  
**Date:** Tuesday, February 24, 2015 5:46:36 PM

---

Where does it say "remove or revise"?

(b) (6), (b) (7)(C)

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On Tue, Feb 24, 2015 at 4:50 PM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

I just wanted to make sure you knew that the agreement itself only says that you will "remove or revise" the problematic language, not exactly how you will have to revise it.

However, if you are not comfortable with signing a settlement right now, we can go ahead and issue the complaint. We can come back to the settlement later, of course, if you change your mind or if you and the Regional Director can agree on language.

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**From:** (b) (6), (b) (7)(C)  
**Sent:** Tuesday, February 24, 2015 1:36 PM  
**To:** Bede, Hilary A.  
**Subject:** Re: (b) (6), (b) (7)(C) Matter

Hi Hilary,

I have read your email.

I am not understanding how I can be expected to sign a settlement agreement if the settlement terms are not defined.

It seems to me that we need to complete our negotiations in order to know the terms of the settlement being signed.....I am uncomfortable with that concept, as it would be signing under duress.

Alternatively, I would be willing to sign the document with the knowledge that I have the right to revoke the settlement agreement if we cannot agree on language. As such, I would pen in under my signature "Initial agreement, subject to revocation based on settlement language negotiations."

Ultimately, I am fine to come in line with NLRBs jurisdictional requirements, but I must understand the language to make sure that my professional obligations and rights are not being undermined.

Please let me know what you want to do here.

**(b) (6), (b) (7)(C)**

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On Tue, Feb 24, 2015 at 12:01 PM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Dear (b) (6), (b) (7)(C),

Thank you for speaking with me on February 13.

I'd like to remind you that the proposed settlement agreement that I sent you previously (I am attaching it again) does not specify what the revisions to the handbook will be, so you can sign the settlement now and continue working on the exact modifications going forward.

I have passed your initial proposed modifications to your handbook along to the Regional Director; however, he is not comfortable with them. I am attaching a summary of what the original language is; what you suggested; and what the Regional Director thought of what you suggested.

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Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Thursday, February 12, 2015 9:39 AM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Ok....that step wise approach makes sense to me.

Availability becomes the next question.

Can we do Wed Feb 25th at 1PM?

My goals for that day would be to go through:

1. Why (b) (6), (b) (7)(C) is even still a complainant on this matter. I am fine with NLRB being a complainant, but (b) (6), (b) (7)(C) has no standing, since (b) (6), (b) (7)(C) was not employed by T-Station Dental.
2. Why I fall under NLRB jurisdiction, since I have under 50 employees.
3. Reference to the regulations that I am violating on each item of the settlement agreement.

Thanks Again Hilary for your help. I think you will find me to be compliant and kind to work with. But I am also fair to myself, and need to know that what is being required of me falls under proper jurisdictional structure, and reference-able regulations.

If you want to send me info on this prior to the phone conversation, that may be helpful so that I can study it before-hand.

And let me know if that date/time works for you.

Thanks,

**(b) (6), (b) (7)(C)**

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You should also be warned that if he does offer you an appointment, he will offer you a date and time and that date and time will not be open to negotiation. A meeting with the Regional Director is a rare occurrence and it does not happen in the vast majority of cases.

However, there are a few steps to take before you get to asking for a meeting.

First, you should take a few more days to consider your options.

Second, you and I should discuss the current status of the charge and your options more fully —hopefully tomorrow if you are available, but early next week if tomorrow does not work for you.

Third, if you have concerns after talking to me, you can discuss the situation with my supervisory attorney, Kathleen McCarthy.

If after all of that you still believe that meeting with the Regional Director will make some difference, you can make the request.

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**From:** (b) (6), (b) (7)(C)

**Sent:** Wednesday, February 11, 2015 5:31 PM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Thanks Hilary,

Am I allowed to have a direct conversation with the Regional Director?

(b) (6), (b) (7)(C)

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On Wed, Feb 11, 2015 at 5:13 PM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Unfortunately I have been out of the office all day on an election today and my schedule is the same tomorrow. I will try to give you a call on Friday.

In the meantime, attached please find a draft settlement. You may wish to review it before we discuss things in any case.

Let me know by 2/20/15 if you feel that a settlement is appropriate. Otherwise the Regional Director will issue a complaint. (You may still of course change your mind and continue to work toward a settlement after complaint issues.)

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**From:** (b) (6), (b) (7)(C)

**Sent:** Wednesday, February 11, 2015 9:45 AM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Please call me at [617-872-4499](tel:617-872-4499)

Thanks,

(b) (6), (b) (7)(C)

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On Wed, Feb 11, 2015 at 9:15 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

I had hoped to have more information before I discussed this with you, but things have been moving along slowly.

Only one of the charges—the first, involving the employee’s termination—has been withdrawn. When a Charging Party, (b) (6), (b) (7)(C) in the case, decides to withdraw a charge, it doesn’t matter whether the Regional Director would have dismissed the charge or issued a complaint. There can’t be a charge without a Charging Party. In any case, you no longer have to be concerned with that charge because it is gone.

The other charge—the second, involving the content of the handbook—remains outstanding. The Regional Director has determined that the handbook is unlawful in several places, as we discussed. In a week or so you should be receiving an amended version of that charge which describes exactly which parts of the handbook the Regional Director believes are unlawful. Specifically, the charge will say:

*The Employer, through its handbook, promulgates rules including:*

*A rule which dissuades employees from discussing wages by indicating that doing so may result in a pay cut.*

*A rule which prohibits employees from taking photographs of work areas or each other.*

*A rule which prohibits employees from “making any derogatory statements or inferences against others in your work environment.”*

*An overboard rule which prohibits employees from viewing “any inappropriate websites, chat rooms, social media sites, or other public forums on Company*

*computers or while working at Company offices” without specifying the nature of “inappropriate.”*

*A rule which prohibits employees from using social/electronic media “to represent... employees.”*

The Regional Director (through me) will offer you a settlement agreement which would include your changing the language to language that the Regional Director finds lawful and your posting a notice to employees to tell them that these changes have been made. I hope to have a draft settlement for you to review sometime soon.

If you decide not to accept a settlement the Regional Director will issue a complaint and the matter will be scheduled for a hearing before an administrative law judge.

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Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Tuesday, February 10, 2015 1:55 PM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Hi Hilary,

I received a notice from NLRB that the charges were withdrawn against T-Station Dental.

What does "withdrawn" mean?

I was hoping that the charges would be "dismissed" based on the merits that you found.....

Can you clarify for me please?

**(b) (6), (b) (7)(C)**

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On Mon, Jan 12, 2015 at 11:50 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Great, I will be there on Friday. Thanks for your quick response.

Hilary

Hilary Bede

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Phone: [617-565-6744](tel:617-565-6744)

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**From:** (b) (6), (b) (7)(C)  
**Sent:** Monday, January 12, 2015 11:50 AM  
**To:** Bede, Hilary A.  
**Subject:** Re: (b) (6), (b) (7)(C) Matter

Thanks Hilary....I was about to contact you... (b) (6), (b) (7)(C) just returned today from (b) (6), (b) (7)(C) vacation, and I confirmed with (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) is available to meet This Friday, January 16th at 8:15 AM.

Please come to my office at 30 College Avenue, Somerville MA 02144.

When you arrive, please call me at [617-872-4499](tel:617-872-4499) to let you in (we are closed on Fridays).

Kindest Regards, and Thank Your for your patience.

(b) (6), (b) (7)(C)

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On Mon, Jan 12, 2015 at 11:34 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Please let me know by noon on Wednesday your preferred time and location for the January 16 meeting we discussed.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

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Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

---

**From:** Bede, Hilary A.

**Sent:** Monday, January 05, 2015 9:24 AM

**To:** (b) (6), (b) (7)(C)

**Subject:** RE: (b) (6), (b) (7)(C) Matter

I see that there was a typo in my last email. Obviously that was supposed to read "If the meeting and the provision of documents DO NOT take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it." I apologize for any confusion.

Please let me know at your earliest convenience what time and location will work best for you on January 16.

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**From:** Bede, Hilary A.

**Sent:** Friday, December 19, 2014 3:31 PM

**To:** (b) (6), (b) (7)(C)

**Subject:** RE: (b) (6), (b) (7)(C) Matter

Thank you for checking in with me today.

I expect that I will be able to meet with Juliana on January 16; let me know where and when.

I would also like to see the documents requested in the subpoena: copies of any employee handbooks; (b) (6), (b) (7)(C) personnel file; and any documents that establish that you have previously terminated employees for the same reasons stated in (b) (6), (b) (7)(C) termination email. (For example, the termination letters of other employees who had some of the same problems as (b) (6), (b) (7)(C).)

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**From:** (b) (6), (b) (7)(C)

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**Subject:** (b) (6), (b) (7)(C) Matter

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As also discussed, I am going to be disregarding the subpoena that you had sent this past week.

Happy Holidays,

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**From:** (b) (6), (b) (7)(C)  
**To:** [Bede, Hilary A.](#)  
**Subject:** Re: (b) (6), (b) (7)(C) Matter  
**Date:** Tuesday, February 24, 2015 1:36:35 PM

---

Hi Hilary,

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However, there are a few steps to take before you get to asking for a meeting.

First, you should take a few more days to consider your options.

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**Subject:** Re: (b) (6), (b) (7)(C) Matter

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**Sent:** Wednesday, February 11, 2015 9:45 AM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

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Thanks,

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the matter will be scheduled for a hearing before an administrative law judge.

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**From:** (b) (6), (b) (7)(C)  
**Sent:** Tuesday, February 10, 2015 1:55 PM  
**To:** Bede, Hilary A.  
**Subject:** Re: (b) (6), (b) (7)(C) Matter

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On Mon, Jan 12, 2015 at 11:50 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Great, I will be there on Friday. Thanks for your quick response.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Monday, January 12, 2015 11:50 AM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Thanks Hilary....I was about to contact you... (b) (6), (b) (7)(C) just returned today from (b) (6), (b) (7)(C) vacation, and I confirmed with (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) is available to meet This Friday, January 16th at 8:15 AM.

Please come to my office at 30 College Avenue, Somerville MA 02144.

When you arrive, please call me at [617-872-4499](tel:617-872-4499) to let you in (we are closed on Fridays).

Kindest Regards, and Thank Your for your patience.

**(b) (6), (b) (7)(C)**

**Confidentiality Notice:**

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On Mon, Jan 12, 2015 at 11:34 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Please let me know by noon on Wednesday your preferred time and location for the January 16 meeting we discussed.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

---

**From:** Bede, Hilary A.

**Sent:** Monday, January 05, 2015 9:24 AM

**To:** **(b) (6), (b) (7)(C)**

**Subject:** RE: (b) (6), (b) (7)(C) Matter

I see that there was a typo in my last email. Obviously that was supposed to read "If the meeting and the provision of documents DO NOT take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it." I apologize for any confusion.

Please let me know at your earliest convenience what time and location will work best for you on January 16.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

---

**From:** Bede, Hilary A.

**Sent:** Friday, December 19, 2014 3:31 PM

**To:** (b) (6), (b) (7)(C)

**Subject:** RE: (b) (6), (b) (7)(C) Matter

Thank you for checking in with me today.

I expect that I will be able to meet with (b) (6), (b) (7)(C) on January 16; let me know where and when.

I would also like to see the documents requested in the subpoena: copies of any

employee handbooks; (b) (6), (b) (7)(C) personnel file; and any documents that establish that you have previously terminated employees for the same reasons stated in (b) (6), (b) (7)(C) termination email. (For example, the termination letters of other employees who had some of the same problems as (b) (6), (b) (7)(C) )

If the meeting and the provision of documents take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it.

I hope you have a pleasant holiday.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Friday, December 19, 2014 12:47 PM

**To:** Bede, Hilary A.

**Subject:** (b) (6), (b) (7)(C) Matter

Dear Hilary,

As promised during our conversation today, (b) (6), (b) (7)(C) will be returning from (b) (6), (b) (7)(C) vacation in mid January. (b) (6), (b) (7)(C) will be able to give you testimony on January 16th or any weekday after that.

As also discussed, I am going to be disregarding the subpoena that you had sent this past week.



Happy Holidays,

**(b) (6), (b) (7)(C)**

Confidentiality Notice:

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

**From:** Bede, Hilary A.  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: (b) (6), (b) (7)(C) Matter  
**Date:** Friday, December 19, 2014 3:31:00 PM

---

Thank you for checking in with me today.

I expect that I will be able to meet with (b) (6), (b) (7)(C) on January 16; let me know where and when.

I would also like to see the documents requested in the subpoena: copies of any employee handbooks; (b) (6), (b) (7)(C) personnel file; and any documents that establish that you have previously terminated employees for the same reasons stated in (b) (6), (b) (7)(C) termination email. (For example, the termination letters of other employees who had some of the same problems as (b) (6), (b) (7)(C).)

If the meeting and the provision of documents take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it.

I hope you have a pleasant holiday.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

**From:** (b) (6), (b) (7)(C)  
**Sent:** Friday, December 19, 2014 12:47 PM  
**To:** Bede, Hilary A.  
**Subject:** (b) (6), (b) (7)(C) Matter

Dear Hilary,

As promised during our conversation today, (b) (6), (b) (7)(C) will be returning from (b) (6), (b) (7)(C) vacation in mid January. (b) (6), (b) (7)(C) will be able to give you testimony on January 16th or any weekday after that.

As also discussed, I am going to be disregarding the subpoena that you had sent this past week.

Happy Holidays,

(b) (6), (b) (7)(C)

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**From:** (b) (6), (b) (7)(C)  
**To:** [Bede, Hilary A.](#)  
**Subject:** Re: (b) (6), (b) (7)(C) Matter  
**Date:** Thursday, February 12, 2015 9:39:01 AM

---

Ok....that step wise approach makes sense to me.

Availability becomes the next question.

Can we do Wed Feb 25th at 1PM?

My goals for that day would be to go through:

1. Why (b) (6), (b) (7)(C) is even still a complainant on this matter. I am fine with NLRB being a complainant, but (b) (6), (b) (7)(C) has no standing, since (b) (6), (b) (7)(C) was not employed by T-Station Dental.
2. Why I fall under NLRB jurisdiction, since I have under 50 employees.
3. Reference to the regulations that I am violating on each item of the settlement agreement.

Thanks Again Hilary for your help. I think you will find me to be compliant and kind to work with. But I am also fair to myself, and need to know that what is being required of me falls under proper jurisdictional structure, and reference-able regulations.

If you want to send me info on this prior to the phone conversation, that may be helpful so that I can study it before-hand.

And let me know if that date/time works for you.

Thanks,

**(b) (6), (b) (7)(C)**

Confidentiality Notice:

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

On Thu, Feb 12, 2015 at 9:01 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

You can request permission in writing for a meeting with the Regional Director. It would then be his decision to offer you a meeting or to decline to do so. He might decline in this instance because the case is so factually simple. This is not a he said/she said situation; rather, the handbook is unlawful on its face in several places. The case law isn't even close.

You should also be warned that if he does offer you an appointment, he will offer you a date and time and that date and time will not be open to negotiation. A meeting with the Regional Director is a rare occurrence and it does not happen in the vast majority of cases.

However, there are a few steps to take before you get to asking for a meeting.

First, you should take a few more days to consider your options.

Second, you and I should discuss the current status of the charge and your options more fully—hopefully tomorrow if you are available, but early next week if tomorrow does not work for you.

Third, if you have concerns after talking to me, you can discuss the situation with my supervisory attorney, Kathleen McCarthy.

If after all of that you still believe that meeting with the Regional Director will make some difference, you can make the request.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Wednesday, February 11, 2015 5:31 PM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Thanks Hilary,

Am I allowed to have a direct conversation with the Regional Director?

**(b) (6), (b) (7)(C)**

Confidentiality Notice:

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On Wed, Feb 11, 2015 at 5:13 PM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Unfortunately I have been out of the office all day on an election today and my schedule is the same tomorrow. I will try to give you a call on Friday.

In the meantime, attached please find a draft settlement. You may wish to review it before we discuss things in any case.

Let me know by 2/20/15 if you feel that a settlement is appropriate. Otherwise the Regional Director will issue a complaint. (You may still of course change your mind and continue to work toward a settlement after complaint issues.)

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Wednesday, February 11, 2015 9:45 AM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Please call me at [617-872-4499](tel:617-872-4499)

Thanks,

(b) (6), (b) (7)(C)

Confidentiality Notice:

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

On Wed, Feb 11, 2015 at 9:15 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

I had hoped to have more information before I discussed this with you, but things have been moving along slowly.

Only one of the charges—the first, involving the employee’s termination—has been withdrawn. When a Charging Party, (b) (6), (b) (7)(C) in the case, decides to withdraw a charge, it doesn’t matter whether the Regional Director would have dismissed the charge or issued a complaint. There can’t be a charge without a Charging Party. In any case, you no longer have to be concerned with that charge because it is gone.

The other charge—the second, involving the content of the handbook—remains outstanding. The Regional Director has determined that the handbook is unlawful in several places, as we discussed. In a week or so you should be receiving an amended version of that charge which describes exactly which parts of the handbook the Regional Director believes are unlawful. Specifically, the charge will say:

*The Employer, through its handbook, promulgates rules including:*

*A rule which dissuades employees from discussing wages by indicating that doing so may result in a pay cut.*

*A rule which prohibits employees from taking photographs of work areas or each other.*

*A rule which prohibits employees from “making any derogatory statements or inferences against others in your work environment.”*

*An overboard rule which prohibits employees from viewing “any inappropriate websites, chat rooms, social media sites, or other public forums on Company computers or while working at Company offices” without specifying the nature of “inappropriate.”*

*A rule which prohibits employees from using social/electronic media “to represent... employees.”*

The Regional Director (through me) will offer you a settlement agreement which would include your changing the language to language that the Regional Director finds lawful and your posting a notice to employees to tell them that these changes have been made. I hope to have a draft settlement for you to review sometime soon.

If you decide not to accept a settlement the Regional Director will issue a complaint and the matter will be scheduled for a hearing before an administrative law judge.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Tuesday, February 10, 2015 1:55 PM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Hi Hilary,

I received a notice from NLRB that the charges were withdrawn against T-Station Dental.

What does "withdrawn" mean?

I was hoping that the charges would be "dismissed" based on the merits that you found.....

Can you clarify for me please?

(b) (6), (b) (7)(C)

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information in error, please notify the sender and immediately permanently destroy the contents received.

On Mon, Jan 12, 2015 at 11:50 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Great, I will be there on Friday. Thanks for your quick response.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Monday, January 12, 2015 11:50 AM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Thanks Hilary....I was about to contact you... (b) (6), (b) (7)(C) just returned today from (b) (6), (b) (7)(C) vacation, and I confirmed with (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) is available to meet This Friday, January 16th at 8:15 AM.

Please come to my office at 30 College Avenue, Somerville MA 02144.

When you arrive, please call me at [617-872-4499](tel:617-872-4499) to let you in (we are closed on Fridays).

Kindest Regards, and Thank Your for your patience.

(b) (6), (b) (7)(C)

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On Mon, Jan 12, 2015 at 11:34 AM, Bede, Hilary A. <[Hilary.Bede@nrlb.gov](mailto:Hilary.Bede@nrlb.gov)> wrote:

Please let me know by noon on Wednesday your preferred time and location for the January 16 meeting we discussed.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

---

**From:** Bede, Hilary A.

**Sent:** Monday, January 05, 2015 9:24 AM

**To:** (b) (6), (b) (7)(C)

**Subject:** RE: (b) (6), (b) (7)(C) Matter

I see that there was a typo in my last email. Obviously that was supposed to read "If the meeting and the provision of documents DO NOT take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it." I apologize for any confusion.

Please let me know at your earliest convenience what time and location will work best for you on January 16.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

---

**From:** Bede, Hilary A.

**Sent:** Friday, December 19, 2014 3:31 PM

**To:** (b) (6), (b) (7)(C)

**Subject:** RE: (b) (6), (b) (7)(C) Matter

Thank you for checking in with me today.

I expect that I will be able to meet with (b) (6), (b) (7)(C) on January 16; let me know where and when.

I would also like to see the documents requested in the subpoena: copies of any employee handbooks; (b) (6), (b) (7)(C) personnel file; and any documents that establish that you have previously terminated employees for the same reasons stated in (b) (6), (b) (7)(C) termination email. (For example, the termination letters of other employees who had some of the same problems as (b) (6), (b) (7)(C).)

If the meeting and the provision of documents take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it.

I hope you have a pleasant holiday.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Friday, December 19, 2014 12:47 PM

**To:** Bede, Hilary A.

**Subject:** (b) (6), (b) (7)(C) Matter

Dear Hilary,

As promised during our conversation today, (b) (6), (b) (7)(C) will be returning from (b) (6), (b) (7)(C) vacation in mid January. (b) (6), (b) (7)(C) will be able to give you testimony on January 16th or any weekday after that.

As also discussed, I am going to be disregarding the subpoena that you had sent this past week.

Happy Holidays,

Mouhab Z. Rizkallah

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**From:** (b) (6), (b) (7)(C)  
**To:** [Bede, Hilary A.](#)  
**Subject:** Re: (b) (6), (b) (7)(C) Matter  
**Date:** Friday, February 27, 2015 7:42:02 PM

---

Hi Hilary,

Yes.....the language here is quite good.....very well written.

Please send me an updated agreement to sign.

Best,

**(b) (6), (b) (7)(C)**

**Confidentiality Notice:**

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On Fri, Feb 27, 2015 at 2:37 PM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

That does clarify it, thank you. The Regional Director just wants to be certain that it is clear to everyone who reads it, as I'm sure you do.

I am attaching the Regional Director's proposed language for the three areas that were still in question.

Do you think you could sign a settlement agreement with the intention of updating your handbook according to the attached?

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)  
**Sent:** Thursday, February 26, 2015 5:26 PM  
**To:** Bede, Hilary A.  
**Subject:** Re: (b) (6), (b) (7)(C) Matter

It refers to internet use with their own devices (laptop/ phone) etc.

Does that clarify for you?

(b) (6), (b) (7)(C)

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On Thu, Feb 26, 2015 at 4:44 PM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Thanks.

The Regional Director agrees with your new language on two of the five sections that were concerns (the first, about compensation packages, and the last, about creating websites). There are two more that I think I will be sending you a counter-proposal for soon.

The most problematic one at this point is the one about internet use at work. You have told me that it has always been your policy not to allow internet usage at all except as it pertains to business. Indeed, another section of the handbook on page 6 states: "All computer use while "clocked- in" must be limited to business use only." Page 7, though, states that "Employees

must “clock out” for breaks. You may make private calls or use the internet at this time, but not at the front desk. “ In addition the original wording of the section we’ve been discussing says that employees may not view “inappropriate” websites, which seems to indicate that “appropriate” websites are fine. The handbook contradicts itself in several places.

Can you clarify for me what your overall policy is? Can employees access the internet in some places or at some times or for some purposes but not others? What do you want to express here?

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Thursday, February 26, 2015 11:45 AM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

It is Davis Square Dental Specialists LLC, Doing business as T-Station Dental Group.

(b) (6), (b) (7)(C)

Confidentiality Notice:

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information in error, please notify the sender and immediately permanently destroy the contents received.

On Thu, Feb 26, 2015 at 9:58 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

We're much closer together now. I'm having a meeting with the Regional Director hopefully sometime later today and I will get back to you after that.

Just so that we get the paperwork correct, what is correct legal name of your business? I've seen T-Station Dental, Davis Square Dental, Davis Square Dental Specialists PC, and another variation or two. Which is right?

Thanks,

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Wednesday, February 25, 2015 12:47 PM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Ok....take a look at this and tell me if it solves the issues.

Best,

**(b) (6), (b) (7)(C)**

Confidentiality Notice:

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On Wed, Feb 25, 2015 at 9:44 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

#1 As we have discussed at length, you do have the right to adjust pay to market rate. What you don't have the right to do is tie the possibility of pay cuts to the possibility of employees discussing their wages. If your handbook stated that "employees will be paid at proper market rate, and from time to time their wages may be adjusted to reflect this," there never would have been a problem. Your latest revision still ties "overpaid employees exist" and "compensation package above market rate" (indicating that these pay adjustments are more likely to be down than up) to "if at any time it comes to our attention" (indicating that employees should lie low and hide their compensation information from everyone, including each other, lest they get that downward pay adjustment).

#2 The NLRB does not take issue with your obligation to protect patients' privacy; if the handbook had stated "Posting pictures of patients or information identifying patients is illegal," there would not be a problem. Even "Posting pictures of confidential business processes and information is prohibited" might be acceptable. However, extending that to staff members and their work areas is a problem.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Tuesday, February 24, 2015 6:20 PM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Hi Hilary,

Please see the attache responses to your Director's comments.

Please comment.

Regards,

(b) (6), (b) (7)(C)

Confidentiality Notice:

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

On Tue, Feb 24, 2015 at 12:01 PM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Dear (b) (6), (b) (7)(C),

Thank you for speaking with me on February 13.

I'd like to remind you that the proposed settlement agreement that I sent you previously (I am attaching it again) does not specify what the revisions to the handbook will be, so you can sign the settlement now and continue working on the exact modifications going forward.

I have passed your initial proposed modifications to your handbook along to the Regional Director; however, he is not comfortable with them. I am attaching a summary of what the original language is; what you suggested; and what the Regional Director thought of what you suggested.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Thursday, February 12, 2015 9:39 AM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Ok....that step wise approach makes sense to me.

Availability becomes the next question.

Can we do Wed Feb 25th at 1PM?

My goals for that day would be to go through:

1. Why (b) (6), (b) (7)(C) is even still a complainant on this matter. I am fine with NLRB being a complainant, but (b) (6), (b) (7)(C) has no standing, since (b) (6), (b) (7)(C) was not employed by T-Station Dental.
2. Why I fall under NLRB jurisdiction, since I have under 50 employees.
3. Reference to the regulations that I am violating on each item of the settlement agreement.

Thanks Again Hilary for your help. I think you will find me to be compliant and kind to work with. But I am also fair to myself, and need to know that what is being required of me falls under proper jurisdictional structure, and reference-able regulations.

If you want to send me info on this prior to the phone conversation, that may be helpful so that I can study it before-hand.

And let me know if that date/time works for you.

Thanks,

(b) (6), (b) (7)(C)

Confidentiality Notice:

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On Thu, Feb 12, 2015 at 9:01 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

You can request permission in writing for a meeting with the Regional Director. It would then be his decision to offer you a meeting or to decline to do so. He might decline in this instance because the case is so factually simple. This is not a he said/she said situation; rather, the handbook is unlawful on its face in several places. The case law isn't even close.

You should also be warned that if he does offer you an appointment, he will offer you a date and time and that date and time will not be open to negotiation. A meeting with the Regional Director is a rare occurrence and it does not happen in the vast majority of cases.

However, there are a few steps to take before you get to asking for a meeting.

First, you should take a few more days to consider your options.

Second, you and I should discuss the current status of the charge and your options more fully—hopefully tomorrow if you are available, but early next week if tomorrow does not work for you.

Third, if you have concerns after talking to me, you can discuss the situation with my supervisory attorney, Kathleen McCarthy.

If after all of that you still believe that meeting with the Regional Director will make some difference, you can make the request.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Wednesday, February 11, 2015 5:31 PM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Thanks Hilary,

Am I allowed to have a direct conversation with the Regional Director?

(b) (6), (b) (7)(C)

Confidentiality Notice:

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

On Wed, Feb 11, 2015 at 5:13 PM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Unfortunately I have been out of the office all day on an election today and my schedule is the same tomorrow. I will try to give you a call on Friday.

In the meantime, attached please find a draft settlement. You may wish to review it before we discuss things in any case.

Let me know by 2/20/15 if you feel that a settlement is appropriate. Otherwise the Regional Director will issue a complaint. (You may still of course change your mind and continue to work toward a settlement after complaint issues.)

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Wednesday, February 11, 2015 9:45 AM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Please call me at [617-872-4499](tel:617-872-4499)

Thanks,



(b) (6), (b) (7)(C)

Confidentiality Notice:

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On Wed, Feb 11, 2015 at 9:15 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

I had hoped to have more information before I discussed this with you, but things have been moving along slowly.

Only one of the charges—the first, involving the employee’s termination—has been withdrawn. When a Charging Party, (b) (6), (b) (7)(C) in the case, decides to withdraw a charge, it doesn’t matter whether the Regional Director would have dismissed the charge or issued a complaint. There can’t be a charge without a Charging Party. In any case, you no longer have to be concerned with that charge because it is gone.

The other charge—the second, involving the content of the handbook—remains outstanding. The Regional Director has determined that the handbook is unlawful in several places, as we discussed. In a week or so you should be receiving an amended version of that charge which describes exactly which parts of the handbook the Regional Director believes are unlawful. Specifically, the charge will say:

*The Employer, through its handbook, promulgates rules including:*

*A rule which dissuades employees from discussing wages by indicating that doing so may result in a pay cut.*

*A rule which prohibits employees from taking photographs of work areas or each other.*

*A rule which prohibits employees from “making any derogatory statements or inferences against others in your work environment.”*

*An overboard rule which prohibits employees from viewing “any inappropriate websites, chat rooms, social media sites, or other public forums on Company computers or while working at Company offices” without specifying the nature of “inappropriate.”*

*A rule which prohibits employees from using social/electronic media “to represent... employees.”*

The Regional Director (through me) will offer you a settlement agreement which would include your changing the language to language that the Regional Director finds lawful and your posting a notice to employees to tell them that these changes have been made. I hope to have a draft settlement for you to review sometime soon.

If you decide not to accept a settlement the Regional Director will issue a complaint and the matter will be scheduled for a hearing before an administrative law judge.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Tuesday, February 10, 2015 1:55 PM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Hi Hilary,

I received a notice from NLRB that the charges were withdrawn against T-Station Dental.

What does "withdrawn" mean?

I was hoping that the charges would be "dismissed" based on the merits that you found.....

Can you clarify for me please?

**(b) (6), (b) (7)(C)**

Confidentiality Notice:

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On Mon, Jan 12, 2015 at 11:50 AM, Bede, Hilary A.  
<[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Great, I will be there on Friday. Thanks for your quick response.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)  
**Sent:** Monday, January 12, 2015 11:50 AM  
**To:** Bede, Hilary A.  
**Subject:** Re: (b) (6), (b) (7)(C) Matter

Thanks Hilary....I was about to contact you... (b) (6), (b) (7)(C) just returned today from (b) (6), (b) (7)(C) vacation, and I confirmed with (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) is available to meet This Friday, January 16th at 8:15 AM.

Please come to my office at 30 College Avenue, Somerville MA 02144.

When you arrive, please call me at [617-872-4499](tel:617-872-4499) to let you in (we are closed on Fridays).

Kindest Regards, and Thank Your for your patience.

(b) (6), (b) (7)(C)

Confidentiality Notice:

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On Mon, Jan 12, 2015 at 11:34 AM, Bede, Hilary A.  
<[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Please let me know by noon on Wednesday your preferred time and location for the January 16 meeting we discussed.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

---

**From:** Bede, Hilary A.

**Sent:** Monday, January 05, 2015 9:24 AM

**To:** (b) (6), (b) (7)(C)

**Subject:** RE: (b) (6), (b) (7)(C) Matter

I see that there was a typo in my last email. Obviously that was supposed to read "If the meeting and the provision of documents DO NOT take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it." I apologize for any confusion.

Please let me know at your earliest convenience what time and location will work best for you on January 16.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

---

**From:** Bede, Hilary A.  
**Sent:** Friday, December 19, 2014 3:31 PM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: (b) (6), (b) (7)(C) Matter

Thank you for checking in with me today.

I expect that I will be able to meet with (b) (6), (b) (7)(C) on January 16; let me know where and when.

I would also like to see the documents requested in the subpoena: copies of any employee handbooks; (b) (6), (b) (7)(C) personnel file; and any documents that establish that you have previously terminated employees for the same reasons stated in (b) (6), (b) (7)(C) termination email. (For example, the termination letters of other employees who had some of the same problems as (b) (6), (b) (7)(C).)

If the meeting and the provision of documents take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it.

I hope you have a pleasant holiday.

Hilary

Hilary Bede

National Labor Relations Board, Region 1

10 Causeway Street

Boston, MA, 02222

Phone: [617-565-6744](tel:617-565-6744)

Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Friday, December 19, 2014 12:47 PM

**To:** Bede, Hilary A.

**Subject:** (b) (6), (b) (7)(C) Matter

Dear Hilary,

As promised during our conversation today, (b) (6), (b) (7)(C) will be returning from (b) (6), (b) (7)(C) vacation in mid January. (b) (6), (b) (7)(C) will be able to give you testimony on January 16th or any weekday after that.

As also discussed, I am going to be disregarding the subpoena that you had sent this past week.

Happy Holidays,

(b) (6), (b) (7)(C)

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**From:** Bede, Hilary A.  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE:T Station Dental; 01-CA-140837  
**Date:** Friday, March 06, 2015 10:54:00 AM

---

Dear (b) (6), (b) (7)(C),

I have spoken to the Regional Director about the concerns you raised regarding the settlement agreement when we spoke earlier this week.

Quite frankly, we are much farther apart on Notice language than we ever were on handbook language. The Regional Director has less authority under the law to negotiate regarding a Notice than he does regarding a handbook. The handbook, after all, is yours; the Notice is the NLRB's.

You suggested eliminating this:

**WE WILL** remove from the Performance Reviews section of the employee handbook the policy in which we tie the statement that "Overpaid employees occasionally exist," to our policy of reevaluating and adjusting both staff members' pay and compensation if another staff member uses your compensation package information to affect their compensation.

That is not acceptable to the Regional Director. The above statement goes to the heart of why the Regional Director issued a complaint in the first place. The statement does not deny that overpaid employees exist; it says that the handbook will be (and has been) rephrased so that it no longer implies that employees will be punished if they discuss their compensation packages.

If you have a suggestion for rewording it so that it seems less confusing, the Regional Director is listening; however, eliminating the paragraph entirely is not an option.

You also suggested changing the following:

**WE WILL NOT** maintain or enforce any policy that either directly or impliedly threatens you with a reduction of your pay or other parts of your compensation package for discussing your pay and compensation with others.

to "that prohibits you from discussing your pay" rather than "threatens you with a reduction of your pay." This is also not acceptable to the Regional Director. The Regional Director never authorized or issued a complaint against T-Station Dental for prohibiting employees to discuss your pay. He doesn't think that the handbook violated the law by prohibiting employees to discuss their pay. He doesn't think that the handbook prohibited employees to discuss their pay at all. He can't, therefore, settle this case by having you post a notice stating that the handbook won't do something it never did in the first place. What the handbook DID do in the eyes of the law was imply that pay would be reduced if employees discussed it. The statement in the Notice needs to communicate that that will not be the case any longer.



Again, if you have a suggestion for rewording it so that it seems less confusing, the Regional Director is listening; however, changing the meaning of the paragraph entirely is not an option.

For similar reasons, the Regional Director will not remove the social media section of the Notice.

You suggested having the Notice reflect the language in the new handbook. While the Regional Director is willing to add some language to that effect-- something like "we have rescinded rule X and have replaced it with the following rule Y"-- but that would be an addition, not a replacement of the statements above that you wish to remove.

Do you have any further thoughts on this?

Very Truly Yours,

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725

**From:** (b) (6), (b) (7)(C)

**Sent:** Friday, February 27, 2015 7:42 PM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Hi Hilary,

Yes.....the language here is quite good.....very well written.

Please send me an updated agreement to sign.

Best,

(b) (6), (b) (7)(C)

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On Fri, Feb 27, 2015 at 2:37 PM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

That does clarify it, thank you. The Regional Director just wants to be certain that it is clear to everyone who reads it, as I'm sure you do.

I am attaching the Regional Director's proposed language for the three areas that were still in

question.

Do you think you could sign a settlement agreement with the intention of updating your handbook according to the attached?

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)  
**Sent:** Thursday, February 26, 2015 5:26 PM  
**To:** Bede, Hilary A.  
**Subject:** Re: (b) (6), (b) (7)(C) Matter

It refers to internet use with their own devices (laptop/ phone) etc.

Does that clarify for you?

(b) (6), (b) (7)(C)

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On Thu, Feb 26, 2015 at 4:44 PM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Thanks.

The Regional Director agrees with your new language on two of the five sections that were concerns (the first, about compensation packages, and the last, about creating websites). There are two more that I think I will be sending you a counter-proposal for soon.

The most problematic one at this point is the one about internet use at work. You have told me that it has always been your policy not to allow internet usage at all except as it pertains to business. Indeed, another section of the handbook on page 6 states: "All computer use while "clocked- in" must be limited to business use only." Page 7, though, states that "Employees must "clock out" for breaks. You may make private calls or use the internet at this time, but not at the front desk. " In addition the original wording of the section we've been discussing says that employees may not view "inappropriate" websites, which seems to indicate that "appropriate" websites are fine. The handbook contradicts itself in several places.

Can you clarify for me what your overall policy is? Can employees access the internet in some places or at some times or for some purposes but not others? What do you want to express here?

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)  
**Sent:** Thursday, February 26, 2015 11:45 AM  
**To:** Bede, Hilary A.  
**Subject:** Re: (b) (6), (b) (7)(C) Matter

It is Davis Square Dental Specialists LLC, Doing business as T-Station Dental Group.

(b) (6), (b) (7)(C)

Confidentiality Notice:

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On Thu, Feb 26, 2015 at 9:58 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

We're much closer together now. I'm having a meeting with the Regional Director hopefully sometime later today and I will get back to you after that.

Just so that we get the paperwork correct, what is correct legal name of your business? I've seen T-Station Dental, Davis Square Dental, Davis Square Dental Specialists PC, and another variation or two. Which is right?

Thanks,

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)  
**Sent:** Wednesday, February 25, 2015 12:47 PM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Ok....take a look at this and tell me if it solves the issues.

Best,

(b) (6), (b) (7)(C)

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On Wed, Feb 25, 2015 at 9:44 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

#1 As we have discussed at length, you do have the right to adjust pay to market rate.

What you don't have the right to do is tie the possibility of pay cuts to the possibility of employees discussing their wages. If your handbook stated that "employees will be paid at proper market rate, and from time to time their wages may be adjusted to reflect this," there never would have been a problem. Your latest revision still ties "overpaid employees exist" and "compensation package above market rate" (indicating that these pay adjustments are more likely to be down than up) to "if at any time it comes to our attention" (indicating that employees should lie low and hide their compensation information from everyone, including each other, lest they get that downward pay adjustment).

#2 The NLRB does not take issue with your obligation to protect patients' privacy; if the handbook had stated "Posting pictures of patients or information identifying patients is illegal," there would not be a problem. Even "Posting pictures of confidential business processes and information is prohibited" might be acceptable. However, extending that to staff members and their work areas is a problem.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Tuesday, February 24, 2015 6:20 PM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Hi Hilary,

Please see the attache responses to your Director's comments.

Please comment.

Regards,

**(b) (6), (b) (7)(C)**

Confidentiality Notice:

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On Tue, Feb 24, 2015 at 12:01 PM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Dear **(b) (6), (b) (7)(C)**,

Thank you for speaking with me on February 13.

I'd like to remind you that the proposed settlement agreement that I sent you previously (I am attaching it again) does not specify what the revisions to the handbook will be, so you can sign the settlement now and continue working on the exact modifications going forward.

I have passed your initial proposed modifications to your handbook along to the Regional Director; however, he is not comfortable with them. I am attaching a summary of what the original language is; what you suggested; and what the Regional Director thought of what you suggested.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** **(b) (6), (b) (7)(C)**

**Sent:** Thursday, February 12, 2015 9:39 AM

**To:** Bede, Hilary A.

**Subject:** Re: **(b) (6), (b) (7)(C)** Matter

Ok....that step wise approach makes sense to me.

Availability becomes the next question.

Can we do Wed Feb 25th at 1PM?

My goals for that day would be to go through:

1. Why (b) (6), (b) (7)(C) is even still a complainant on this matter. I am fine with NLRB being a complainant, but (b) (6), (b) (7)(C) has no standing, since (b) (6), (b) (7)(C) was not employed by T-Station Dental.
2. Why I fall under NLRB jurisdiction, since I have under 50 employees.
3. Reference to the regulations that I am violating on each item of the settlement agreement.

Thanks Again Hilary for your help. I think you will find me to be compliant and kind to work with. But I am also fair to myself, and need to know that what is being required of me falls under proper jurisdictional structure, and reference-able regulations.

If you want to send me info on this prior to the phone conversation, that may be helpful so that I can study it before-hand.

And let me know if that date/time works for you.

Thanks,

(b) (6), (b) (7)(C)

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On Thu, Feb 12, 2015 at 9:01 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

You can request permission in writing for a meeting with the Regional Director. It would then be his decision to offer you a meeting or to decline to do so. He might decline in this instance because the case is so factually simple. This is not a he said/she said situation; rather, the handbook is unlawful on its face in several places. The case law isn't even close.

You should also be warned that if he does offer you an appointment, he will offer you a date and time and that date and time will not be open to negotiation. A meeting with the Regional Director is a rare occurrence and it does not happen in the vast

majority of cases.

However, there are a few steps to take before you get to asking for a meeting.

First, you should take a few more days to consider your options.

Second, you and I should discuss the current status of the charge and your options more fully—hopefully tomorrow if you are available, but early next week if tomorrow does not work for you.

Third, if you have concerns after talking to me, you can discuss the situation with my supervisory attorney, Kathleen McCarthy.

If after all of that you still believe that meeting with the Regional Director will make some difference, you can make the request.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Wednesday, February 11, 2015 5:31 PM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Thanks Hilary,

Am I allowed to have a direct conversation with the Regional Director?

(b) (6), (b) (7)(C)

Confidentiality Notice:

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On Wed, Feb 11, 2015 at 5:13 PM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Unfortunately I have been out of the office all day on an election today and my schedule is the same tomorrow. I will try to give you a call on Friday.

In the meantime, attached please find a draft settlement. You may wish to review it before we discuss things in any case.

Let me know by 2/20/15 if you feel that a settlement is appropriate. Otherwise the Regional Director will issue a complaint. (You may still of course change your mind and continue to work toward a settlement after complaint issues.)

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)  
**Sent:** Wednesday, February 11, 2015 9:45 AM  
**To:** Bede, Hilary A.  
**Subject:** Re: (b) (6), (b) (7)(C) Matter

Please call me at [617-872-4499](tel:617-872-4499)

Thanks,

(b) (6), (b) (7)(C)

**Confidentiality Notice:**

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On Wed, Feb 11, 2015 at 9:15 AM, Bede, Hilary A. <[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

I had hoped to have more information before I discussed this with you, but things have been moving along slowly.

Only one of the charges—the first, involving the employee’s termination—has been withdrawn. When a Charging Party, (b) (6), (b) (7)(C) in the case, decides to withdraw a charge, it doesn’t matter whether the Regional Director would have dismissed the charge or issued a complaint. There can’t be a charge without a Charging Party. In any case, you no longer have to be concerned with that charge because it is gone.

The other charge—the second, involving the content of the handbook—remains outstanding. The Regional Director has determined that the handbook is



unlawful in several places, as we discussed. In a week or so you should be receiving an amended version of that charge which describes exactly which parts of the handbook the Regional Director believes are unlawful. Specifically, the charge will say:

*The Employer, through its handbook, promulgates rules including:*

*A rule which dissuades employees from discussing wages by indicating that doing so may result in a pay cut.*

*A rule which prohibits employees from taking photographs of work areas or each other.*

*A rule which prohibits employees from "making any derogatory statements or inferences against others in your work environment."*

*An overboard rule which prohibits employees from viewing "any inappropriate websites, chat rooms, social media sites, or other public forums on Company computers or while working at Company offices" without specifying the nature of "inappropriate."*

*A rule which prohibits employees from using social/electronic media "to represent... employees."*

The Regional Director (through me) will offer you a settlement agreement which would include your changing the language to language that the Regional Director finds lawful and your posting a notice to employees to tell them that these changes have been made. I hope to have a draft settlement for you to review sometime soon.

If you decide not to accept a settlement the Regional Director will issue a complaint and the matter will be scheduled for a hearing before an administrative law judge.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Tuesday, February 10, 2015 1:55 PM

**To:** Bede, Hilary A.

**Subject:** Re: (b) (6), (b) (7)(C) Matter

Hi Hilary,

I received a notice from NLRB that the charges were withdrawn against T-

Station Dental.

What does "withdrawn" mean?

I was hoping that the charges would be "dismissed" based on the merits that you found.....

Can you clarify for me please?

**(b) (6), (b) (7)(C)**

Confidentiality Notice:

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

On Mon, Jan 12, 2015 at 11:50 AM, Bede, Hilary A.

<[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Great, I will be there on Friday. Thanks for your quick response.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** **(b) (6), (b) (7)(C)**

**Sent:** Monday, January 12, 2015 11:50 AM

**To:** Bede, Hilary A.

**Subject:** Re: **(b) (6), (b) (7)(C)** Matter

Thanks Hilary....I was about to contact you... **(b) (6), (b) (7)(C)** just returned today from **(b) (6), (b) (7)(C)** vacation, and I confirmed with **(b) (6), (b) (7)(C)** that **(b) (6), (b) (7)(C)** is available to meet This Friday, January 16th at 8:15 AM.

Please come to my office at 30 College Avenue, Somerville MA 02144.

When you arrive, please call me at [617-872-4499](tel:617-872-4499) to let you in (we are closed on Fridays).

Kindest Regards, and Thank Your for your patience.

**(b) (6), (b) (7)(C)**

Confidentiality Notice:

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

On Mon, Jan 12, 2015 at 11:34 AM, Bede, Hilary A.

<[Hilary.Bede@nlrb.gov](mailto:Hilary.Bede@nlrb.gov)> wrote:

Please let me know by noon on Wednesday your preferred time and location for the January 16 meeting we discussed.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

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**From:** Bede, Hilary A.  
**Sent:** Monday, January 05, 2015 9:24 AM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: (b) (6), (b) (7)(C) Matter

I see that there was a typo in my last email. Obviously that was supposed to read "If the meeting and the provision of documents DO NOT take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it." I apologize for any confusion.

Please let me know at your earliest convenience what time and location will work best for you on January 16.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

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**From:** Bede, Hilary A.  
**Sent:** Friday, December 19, 2014 3:31 PM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: (b) (6), (b) (7)(C) Matter

Thank you for checking in with me today.

I expect that I will be able to meet with (b) (6), (b) (7)(C) on January 16; let me know where and when.

I would also like to see the documents requested in the subpoena: copies of any employee handbooks; (b) (6), (b) (7)(C) personnel file; and any documents that establish that you have previously terminated employees for the same reasons stated in (b) (6), (b) (7)(C) termination email. (For example, the termination letters of other employees who had some of the same problems as (b) (6), (b) (7)(C))

If the meeting and the provision of documents take place as expected, the subpoena will be re-issued and/or enforced as necessary. Otherwise, please disregard it.

I hope you have a pleasant holiday.

Hilary

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: [617-565-6744](tel:617-565-6744)  
Fax: [617-565-6725](tel:617-565-6725)

**From:** (b) (6), (b) (7)(C)

**Sent:** Friday, December 19, 2014 12:47 PM

**To:** Bede, Hilary A.

**Subject:** (b) (6), (b) (7)(C) Matter

Dear Hilary,

As promised during our conversation today, (b) (6), (b) (7)(C) will be returning from (b) (6), (b) (7)(C) vacation in mid January. (b) (6), (b) (7)(C) will be able to give you testimony on January 16th or any weekday after that.

As also discussed, I am going to be disregarding the subpoena that you had sent this past week.

Happy Holidays,

(b) (6), (b) (7)(C)

Confidentiality Notice:

This email is intended for use by the entity to whom it is addressed. If you received this information in error, please notify the sender and immediately permanently destroy the contents received.

**From:** [Cohen, Ronald S.](#)  
**To:** [Bede, Hilary A.](#)  
**Cc:** [McCarthy, Kathleen F.](#)  
**Subject:** T Station Dental  
**Date:** Monday, April 06, 2015 2:59:33 PM

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I was planning on issuing a no answer letter today. Has settlement moved along at all?

Ron

Ronald S. Cohen  
Regional Attorney, Region One  
National Labor Relations Board  
Thomas P. O'Neill, Jr. Federal Building  
10 Causeway Street, Sixth Floor  
Boston, MA 02222-1072  
617-565-6765

**From:** Bede, Hilary A.  
**To:** (b) (6), (b) (7)(C)  
**Subject:** T-Station Dental Group; 01-CA-139418  
**Date:** Thursday, December 11, 2014 10:39:00 AM  
**Attachments:** [CHG.01-CA-139418.Initial Charge.10-23-2014.pdf](#)  
[CHG.01-CA-140837.Initial Charge 11.13.2014.pdf](#)  
[DCK.01-CA-139418.Letter to Employer in CA case.docx](#)  
[DCK.01-CA-140837.Letter to Employer in CA case.docx](#)  
[Ltr.to \(b\) \(6\), 11-13-14.pdf](#)

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Dear (b) (6), (b) (7)(C):

As you are aware, the National Labor Relations Board is investigating two charges filed by former employee (b) (6), (b) (7)(C).

I have not received any response to my previous correspondence and was unable to reach you by phone today. Copies of the charges and earlier requests for information are attached for your convenience.

Please let me know whether you have hired an attorney to represent you in this matter and whether you intend to make any response to these charges.

Otherwise, the Regional Director may decide to issue an investigative subpoena or may decide to make a decision based on the evidence already revealed thus far in the investigation.

Very Truly Yours,

Hilary Bede  
National Labor Relations Board, Region 1  
10 Causeway Street  
Boston, MA, 02222  
Phone: 617-565-6744  
Fax: 617-565-6725



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 1  
10 Causeway St Fl 6  
Boston, MA 02222-1001

Agency Website:  
[www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (617)565-6700  
Fax: (617)565-6725

April 30, 2015

(b) (6), (b) (7)(C)

Re: DAVIS SQUARE DENTAL  
SPECIALISTS PC  
Case 01-CA-140837

Dear (b) (6), (b) (7)(C):

We have carefully investigated and considered your charge that DAVIS SQUARE DENTAL SPECIALISTS PC has violated the National Labor Relations Act.

**Decision to Approve Settlement Agreement:** Accordingly, in view of the terms the Charged Party has agreed to in the attached Settlement Agreement, I have determined that it would not effectuate the purposes of the National Labor Relations Act to institute further proceedings at this time. I am, therefore, approving the Settlement Agreement and refusing to reissue a complaint in this matter.

**Your Right to Appeal:** You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals. If you appeal, you may use the enclosed Appeal Form, which is also available at [www.nlrb.gov](http://www.nlrb.gov). However, you are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect.

**Means of Filing:** An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. Filing an appeal electronically is preferred but not required. The appeal MAY NOT be filed by fax or email. To file an appeal electronically, go to the Agency's website at [www.nlrb.gov](http://www.nlrb.gov), click on **E-File Documents**, enter the **NLRB Case Number**, and follow the detailed instructions. To file an appeal by mail or delivery service, address the appeal to the **General Counsel** at the **National Labor Relations Board, Attn: Office of Appeals, 1099 14th Street NW, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

**Appeal Due Date:** The appeal is due on **May 14, 2015**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than May 13, 2015. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by

April 30, 2015

5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

**Extension of Time to File Appeal:** The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before May 14, 2015**. The request may be filed electronically through the ***E-File Documents*** link on our website [www.nlr.gov](http://www.nlr.gov), by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after May 14, 2015, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

**Confidentiality:** We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,



JONATHAN B. KREISBERG  
Regional Director

JBK:mhh

Enclosure

cc: MOUHAB Z. RIZKALLAH, DDS, MDS  
DAVIS SQUARE DENTAL SPECIALISTS PC  
30 COLLEGE AVENUE, #301  
SOMERVILLE, MA 02144



UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

**APPEAL FORM**

To: General Counsel  
Attn: Office of Appeals  
National Labor Relations Board  
Room 8820, 1099 - 14th Street, N.W.  
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in approving the settlement agreement in

DAVIS SQUARE DENTAL SPECIALISTS PC  
Case Name(s).

01-CA-140837

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Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

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*(Signature)*

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**DAVIS SQUARE DENTAL SPECIALISTS PC**

**Case 01-CA-140837**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in all break rooms and non-public areas of the Charged Party's 30 College Avenue facility. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes (b) (6), (b) (7)(C) No                       
 Initials Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on February 27, 2015, in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party		Charging Party	
DAVIS SQUARE DENTAL SPECIALISTS PC		(b) (6), (b) (7)(C)	
By: Name and Title	Date	By: Name and Title	Date
(b) (6), (b) (7)(C)	3/13/15		

Recommended By:	Date	Approved By:	Date
/s/ HILARY A. BEDE	4/16/15	/s/ Jonathan B. Kreisberg	4/29/15
HILARY A. BEDE, Board Agent		JONATHAN B. KREISBERG Regional Director, Region 1	

**(To be printed and posted on official Board notice form)**

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** maintain or enforce any rules or policies in our employee handbook, or anywhere else, that improperly restrict your right to engage in union and other protected activities on company property during non-working times in non-working areas, to discuss your wages and other terms and conditions of your employment with others, and to disclose employee information to others.

**WE WILL NOT** maintain or enforce any policy that either directly or impliedly threatens you with a reduction of your pay or other parts of your compensation package because you discussed your pay and compensation with others.

**WE WILL NOT** in any similar way interfere with your rights under Federal law described above.

**WE HAVE** revoked and will no longer give any effect to the Compensation Policy that appeared in the Performance Reviews section of the Employee Handbook that tied the statement "Overpaid employees occasionally exist" to a policy of reevaluating and adjusting both staff members' pay and compensation should another staff member use your compensation package information to affect their compensation.

**WE WILL** replace our revoked Compensation Policy with a new Compensation Policy as follows:

Compensation packages are developed to balance hourly wage/ salary against other employee benefits to get to a "market rate" compensation package for each position. Each position has regulatory and supply/demand factors that impact "market rate." These factors change over time. T-Station Dental reserves the right to adjust compensation to "market rate" if it determines that an employee is underpaid or overpaid relative to market rate.

**WE HAVE** revoked and will no longer enforce rules that appeared in the Social Media Policy in our Employee Handbook that unlawfully restricted your rights under Federal law to take or post videos or pictures of the facility and staff, to make derogatory or other critical statements or inferences about the workplace, to access the internet and use personal computing devices, and to create websites or use social media or other electronic media to critically discuss the Company or its employees.

**WE WILL** replace our revoked video/picture posting rule with the following new rule:

Taking pictures of patients or patient information is prohibited and may also be illegal; for example, HIPPA and other regulations require us to safeguard patients' privacy and protected patient information.

Always maintain the confidentiality of the Company's trade secrets and private business-related confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Taking pictures of such information is prohibited.

Any violations will be pursued to the fullest extent of the law to protect our patients and our proprietary business information.

**WE WILL** replace our revoked derogatory/critical statements rule with the following new rule:

Always be fair and courteous to fellow employees, patients, suppliers, or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, audio, emoji, or other media that reasonably could be viewed as malicious, obscene, or threatening or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or Company policy.

**WE WILL** replace our revoked computer/internet rule with the following new rule:

All personal use of Company computers is prohibited. Unless it is strictly related to Company business, employees may not view any websites, chat rooms, social media sites, or other public forums on Company computers. Use of your personal computing devices and phones is not allowed at the front desk and is restricted to your non-work time when you are "clocked out" on lunch or breaks.

**WE WILL** replace our revoked website creation/use of social media rule with the following new rule:

Employees may not create websites, company registrations, or use social media or other electronic media to represent the Company or its clients.

**WE WILL** provide you with Handbook page inserts for all the changes to the rules and policies described above.

**T-STATION DENTAL GROUP**

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(Employer)

**Dated:** \_\_\_\_\_ **By:** \_\_\_\_\_

---

(Representative)

(Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

10 Causeway St Fl 6  
Boston, MA 02222-1001

**Telephone:** (617)565-6700  
**Hours of Operation:** 8:30 a.m. to 5 p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 1  
10 Causeway St Fl 6  
Boston, MA 02222-1001

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (617)565-6700  
Fax: (617)565-6725

Agent's Direct Dial: (617)565-6701

May 8, 2015

(b) (6), (b) (7)(C)

DAVIS SQUARE DENTAL SPECIALISTS PC  
30 COLLEGE AVENUE, #301  
SOMERVILLE, MA 02144

Re: DAVIS SQUARE DENTAL  
SPECIALISTS PC  
Case 01-CA-140837

Dear (b) (6), (b) (7)(C)

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on May 5, 2015. This letter discusses what the Employer needs to do to comply with the Agreement.

**Post Notice:** Enclosed are eight (8) copies of the Notice to Employees. In compliance with the Agreement, a responsible official of the Employer, not the Employer's attorney, must sign and date the Notices before posting them. The Notices should be posted in all break rooms and non-public areas for 60 consecutive days at the Employer's place of business at 30 College Avenue, Somerville, Massachusetts. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer to inspect the Notices.

**Certification of Posting:** A Certification of Posting form is also enclosed. This form should be completed and returned by not later than **Friday, May 22, 2015, with one signed and dated original Notice.** If the Certification of Posting and signed Notice is returned via e-file or e-mail, no hard copies of the Certification of Posting or Notice are required.

**Remedial Actions:**

***Other Remedies:*** The Agreement also provides that the Employer will provide employees with Handbook inserts for all the changes to the rules and policies described in the Notice to Employees. Please provide this office with a copy of the Handbook inserts and confirmation of distribution of the Handbook inserts by not later than **Friday, May 22, 2015.**



Please read all the terms of the Settlement Agreement and Notice carefully, as you will be expected to comply with all such provisions. If you have any questions or I can assist you, please let me know.

**Closing the Case:** When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be notified that the case has been closed on compliance. Timely receipt of the signed and dated Notice to Employees and the Certification of Posting will assist us in closing the case in a timely manner.

Very truly yours,

/s/ Claire L. Powers

Claire L. Powers  
Compliance Officer

Enclosures: Copy of Conformed Settlement Agreement  
Notices to Employees (8)  
Certification of Posting

cc:

(b) (6), (b) (7)(C)

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon

receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on February 27, 2015, in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b>		<b>Charging Party</b>	
<b>DAVIS SQUARE DENTAL SPECIALISTS PC</b>		<b>(b) (6), (b) (7)(C)</b>	
By: Name and Title	Date	By: Name and Title	Date
<b>(b) (6), (b) (7)(C)</b>	3/13/15	<b>(b) (6), (b) (7)(C)</b>	4/25/15
Recommended By:	Date	Approved By:	Date
/s/ HILARY A. BEDE	4/16/15	/s/ Jonathan B. Kreisberg	5/5/15
HILARY A. BEDE, Board Agent		JONATHAN B. KREISBERG Regional Director, Region 1	

**(To be printed and posted on official Board notice form)**

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** maintain or enforce any rules or policies in our employee handbook, or anywhere else, that improperly restrict your right to engage in union and other protected activities on company property during non-working times in non-working areas, to discuss your wages and other terms and conditions of your employment with others, and to disclose employee information to others.

**WE WILL NOT** maintain or enforce any policy that either directly or impliedly threatens you with a reduction of your pay or other parts of your compensation package because you discussed your pay and compensation with others.

**WE WILL NOT** in any similar way interfere with your rights under Federal law described above.

**WE HAVE** revoked and will no longer give any effect to the Compensation Policy that appeared in the Performance Reviews section of the Employee Handbook that tied the statement “Overpaid employees occasionally exist” to a policy of reevaluating and adjusting both staff members’ pay and compensation should another staff member use your compensation package information to affect their compensation.

**WE WILL** replace our revoked Compensation Policy with a new Compensation Policy as follows:

Compensation packages are developed to balance hourly wage/ salary against other employee benefits to get to a "market rate" compensation package for each position. Each position has regulatory and supply/demand factors that impact "market rate." These factors change over time. T-Station Dental reserves the right to adjust compensation to "market rate" if it determines that an employee is underpaid or overpaid relative to market rate.

**WE HAVE** revoked and will no longer enforce rules that appeared in the Social Media Policy in our Employee Handbook that unlawfully restricted your rights under Federal law to take or post videos or pictures of the facility and staff, to make derogatory or other critical statements or inferences about the workplace, to access the internet and use personal computing devices, and to create websites or use social media or other electronic media to critically discuss the Company or its employees.

**WE WILL** replace our revoked video/picture posting rule with the following new rule:

Taking pictures of patients or patient information is prohibited and may also be illegal; for example, HIPPA and other regulations require us to safeguard patients’ privacy and protected patient information.

Always maintain the confidentiality of the Company's trade secrets and private business-related confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Taking pictures of such information is prohibited.

Any violations will be pursued to the fullest extent of the law to protect our patients and our proprietary business information.

**WE WILL** replace our revoked derogatory/critical statements rule with the following new rule:

Always be fair and courteous to fellow employees, patients, suppliers, or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, audio, emoji, or other media that reasonably could be viewed as malicious, obscene, or threatening or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or Company policy.

**WE WILL** replace our revoked computer/internet rule with the following new rule:

All personal use of Company computers is prohibited. Unless it is strictly related to Company business, employees may not view any websites, chat rooms, social media sites, or other public forums on Company computers. Use of your personal computing devices and phones is not allowed at the front desk and is restricted to your non-work time when you are "clocked out" on lunch or breaks.

**WE WILL** replace our revoked website creation/use of social media rule with the following new rule:

Employees may not create websites, company registrations, or use social media or other electronic media to represent the Company or its clients.

**WE WILL** provide you with Handbook page inserts for all the changes to the rules and policies described above.

**DAVIS SQUARE DENTAL SPECIALISTS PC**

(Employer)

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Representative) (Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's*

*toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

10 Causeway St Fl 6  
Boston, MA 02222-1001

**Telephone:** (617)565-6700  
**Hours of Operation:** 8:30 a.m. to 5  
p.m.

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

**CERTIFICATION OF POSTING**

**RE: DAVIS SQUARE DENTAL SPECIALISTS PC**  
**Case 01-CA-140837**

**1. Physical Posting**

The Notice to Employees in the above matter was posted on

(date) \_\_\_\_\_ at the following locations: (List specific places of posting)

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**CHARGED PARTY/RESPONDENT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This form should be returned to the Regional Office by the close of business **May 22, 2015**, together with **ONE** original Notice , dated and signed in the same manner as those posted.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 1  
10 Causeway St Fl 6  
Boston, MA 02222-1001

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (617)565-6700  
Fax: (617)565-6725

Agent's Direct Dial: (617)565-6701

May 8, 2015

(b) (6), (b) (7)(C)

Re: DAVIS SQUARE DENTAL  
SPECIALISTS PC  
Case 01-CA-140837

Dear (b) (6), (b) (7)(C):

Please find enclosed a conformed copy of the Settlement Agreement in the above matter. Thank you for joining in the Settlement Agreement. I am, today, requesting the Charged Party to initiate compliance with the requirements of the Agreement. A copy of my letter of instructions to the Charged Party in this respect is enclosed.

Will you please advise this office no later than Tuesday, July 7, 2015, concerning your position on compliance? In the event that you do not advise us to the contrary by that date, we shall assume that you are satisfied that compliance has been effected and shall close this case upon receipt of notification from the Charged Party that they have complied in full with the provisions of the Settlement Agreement.

Please contact me if you have any inquiries regarding compliance in this matter at the above telephone number or address.

Very truly yours,

/s/ Claire L. Powers

Claire L. Powers  
Compliance Officer

Enclosures: Copy of Conformed Settlement Agreement  
Notice to Employees-English (1)  
Performance Letter



## **D. Compensation & Performance Reviews**

### **Compensation:**

Compensation packages are developed to balance hourly wage/ salary against other employee benefits to get to a "market rate" compensation package for each position. Each position has regulatory and supply/demand factors that impact "market rate." These factors change over time. T-Station Dental reserves the right to adjust compensation to "market rate" if it determines that an employee is underpaid or overpaid relative to market rate.

## **AC. Social Media Policy**

Taking pictures of patients or patient information is prohibited and may also be illegal: for example, HIPPA and other regulations require us to safeguard patients' privacy and protected patient information.

Always maintain the confidentiality of the Company's trade secrets and private business-related confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Taking pictures of such information is prohibited.

Any violations will be pursued to the fullest extent of the law to protect our patients and our proprietary business information.

Always be fair and courteous to fellow employees, patients, suppliers, or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, audio, emoji, or other media that reasonably could be viewed as malicious, obscene, or threatening or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or Company policy.

All personal use of Company computers is prohibited. Unless it is strictly related to Company business, employees may not view any websites, chat rooms, social media sites, or other public forums on Company computers. Use of your personal computing devices and phones is not allowed at the front desk and is restricted to your non-work time when you are "clocked out" on lunch or breaks.

Employees may not create websites, company registrations, or use social media or other electronic media to represent the Company or its clients

Violations of above policy are considered serious and are grounds for immediate termination.



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 1  
10 Causeway St Fl 6  
Boston, MA 02222-1001

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (617)565-6700  
Fax: (617)565-6725

Agent's Direct Dial: (617)565-6701

May 28, 2015

(b) (6), (b) (7)(C)

Re: DAVIS SQUARE DENTAL  
SPECIALISTS PC  
Case 01-CA-140837

Dear (b) (6), (b) (7)(C):

We have been advised that on May 17, 2015 the Employer posted the signed and dated Notice to Employees in this matter at the following locations:

Staff Break Room

Management Office

If you have any information to the contrary, you should inform me promptly. As you know, the Employer is obligated to keep the notices posted continuously for a period of 60 days from the date of posting.

Any complaints regarding posting or any other aspects of compliance in this matter should be promptly directed to this office, in writing, together with any evidence you may have.

Very truly yours,

/s/ Claire L. Powers

Claire L. Powers  
Compliance Officer



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 1  
10 Causeway St Fl 6  
Boston, MA 02222-1001

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (617)565-6700  
Fax: (617)565-6725

Agent's Direct Dial: (617)565-6701

July 10, 2015

(b) (6), (b) (7)(C)

DAVIS SQUARE DENTAL SPECIALISTS PC  
30 COLLEGE AVENUE, #301  
SOMERVILLE, MA 02144

Re: DAVIS SQUARE DENTAL  
SPECIALISTS PC  
Case 01-CA-140837

Dear (b) (6), (b) (7)(C)

The notice posting period in the above matter will expire on July 16, 2015. On that date or within seven days thereafter, please have a responsible official of the Employer complete the enclosed "Confirmation of 60-Day Posting" form and immediately return it to the Regional Office. Upon confirmation of the posting, full compliance with the affirmative provisions, and no reported violations of the Settlement, I will recommend that the case be closed on compliance.

Very truly yours,

Claire L. Powers  
Compliance Officer

Enclosure

**CONFIRMATION OF 60-DAY POSTING**

**DAVIS SQUARE DENTAL SPECIALISTS PC  
01-CA-140837**

The Notice to Employees provided by the National Labor Relations Board in the above matter remained continuously and conspicuously posted for at least 60 days.

**CHARGED PARTY/RESPONDENT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 1  
10 Causeway St Fl 6  
Boston, MA 02222-1001

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (617)565-6700  
Fax: (617)565-6725

Agent's Direct Dial: (617)565-6701

May 28, 2015

(b) (6), (b) (7)(C)

Re: DAVIS SQUARE DENTAL  
SPECIALISTS PC  
Case 01-CA-140837

Dear (b) (6), (b) (7)(C):

We have been advised that on May 17, 2015 the Employer posted the signed and dated Notice to Employees in this matter at the following locations:

Staff Break Room

Management Office

If you have any information to the contrary, you should inform me promptly. As you know, the Employer is obligated to keep the notices posted continuously for a period of 60 days from the date of posting.

Any complaints regarding posting or any other aspects of compliance in this matter should be promptly directed to this office, in writing, together with any evidence you may have.

Very truly yours,

/s/ Claire L. Powers

Claire L. Powers  
Compliance Officer



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 1  
10 Causeway St Fl 6  
Boston, MA 02222-1001

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (617)565-6700  
Fax: (617)565-6725

August 3, 2015

(b) (6), (b) (7)(C)

DAVIS SQUARE DENTAL SPECIALISTS PC  
30 COLLEGE AVENUE, #301  
SOMERVILLE, MA 02144

Re: DAVIS SQUARE DENTAL  
SPECIALISTS PC  
Case 01-CA-140837

Dear (b) (6), (b) (7)(C)

The above-captioned case has been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

A handwritten signature in cursive script, reading "Jonathan Kreisberg", is written in black ink.

Jonathan B. Kreisberg  
Regional Director

cc:

(b) (6), (b) (7)(C)